

**DOE Responses to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Posting for March 23, 2004

Section Z-General, Attachment or Provision/Clause No.

Question No. 1 (Code 9)

Can the 2003-2007 IT Strategic Plan, referenced in the IT Portfolio, be added to the Procurements Shared Library?

Response:

The requested document has been added to the shared library.

Section H, Attachment or Provision/Clause No.

Question No. 2 (Code 10)

I believe it is very important to have the Site Stabilization Agreement in place to maintain the quality and production that have made the INEEL the above average site that it is.

Response:

Comment Noted.

Section Z-General, Attachment or Provision/Clause No.

Question No. 3 (Code 11)

This request is for information to be added to the Shared Library versus a question pertaining to the RFP.

BBWI FY04 Detailed Work Plan (DWP) for WBS C.4.01.01 Naval Reactor Program

*note: DWPs for WBS elements C.4.01, C.4.01.02 and C.4.01.03 are in the library, but C.4.01.01 cannot be located.

Response:

The DWP for WBS C.4.01.01 will not be added to the library. WBS C.4.01 provides sufficient information.

Section Z-General, Attachment or Provision/Clause No.

Question No. 4 (Code 25)

This request is for information to be added to the Shared Library versus a question pertaining to the RFP.

Please add the FY03 DOE Idaho Approved Funding Program (AFP)#13 and FY04 #3 or 4.

Response:

The contractor AFP 2003 #13 and 2004 #4 will be added to the shared Library.

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Section C, Attachment or Provision/Clause No. 2.3

Question No. 6 (Code 21)

Section C - 2.3.A-1 1. Reduce or eliminate inefficient or unnecessary levels of management. Please make this a very strong requirement. A properly organized company will have 7 to 10 reports per manager. With a minimum of 7, The expected number of employees within the INL, approximately 2500 can be expected one only needs 4 levels of management (Group, Dept Mgr, Director, President) and, the employees will not be relegated to reporting to a supervisor who has 30 or more reports and no budget (most supervisors today must charge direct, i.e., they have no budget to "manage" with). Don't just suggest it as in the current RFP, spell it out numerically and require it - and be willing to pay the overhead (which will be much less than is current practice). Furthermore, do not let the new contractor pad the contract with a Program/Project management system (MATRIX system) that effectively doubles the number of managers.

Response:

Comment Noted. The final RFP will reflect our determination.

Section B, Attachment or Provision/Clause No.

Question No. 7 (Code 22)

Costs. There is nothing in this RFP that enables a prospective contractor the ability to estimate a price of scope of work. And the bidder is not at liberty to tell what it will cost to achieve the stated goals and objectives because the budgets are being fixed as we speak.

Response:

A cost proposal for Key Personnel Costs, Transition Costs and Fee is required as stated in L.11. No other cost or pricing data is required. We believe there is sufficient information in the RFP for competitors to prepare a pricing proposal for those activities.

Section C, Attachment or Provision/Clause No. 2.3

Question No. 8 (Code 23)

This comment addresses 2.3 B Accountability, 2.3 C Human Resources and 2.5 - 4. "A laboratory culture focused on delivering world-class science and technology outputs." As stated in a letter by the IDAHO Congressmen to Secretary of Energy, the Contract must allow for a process whereby senior scientists and engineers must be free from the oppressive timecard system in which every hour is artificially charged to a project, allowing no time for papers, conferences, development of ideas, inventions, proposal development, education, etc. The environment must at some level be more like a university, with time allocated for innovation and development. There is no problem in such a system, it only needs to be recognized, allowed for, and controlled. The current system of a rigid project management time card system places any scientist or engineer who is not doing project work in jeopardy of a layoff, instead of ideally suited to develop new ideas, proposals, etc.

Response:

Comment Noted.

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Section Z-General, Attachment or Provision/Clause No.

Question No. 10 (Code 29)

When does DOE intend to issue the small business RFPs for the 1) Safeguards and Security, 2) New Concessions, and 3) INEEL Bus Fleet procurments ?

Response:

Request for proposals will not be issued for the Safeguards and Security scope of work. The Code of Federal Regulations (13 CFR Part 124) and FAR 19.805-1 specify that an 8(a) contract can be awarded to an Indian tribe or an Alaskan Native Corporation on a sole source basis regardless of dollar size if it has not already been accepted or advertised as a competitive procurement. This procurement will be negotiated with an Alaskan Native Corporation who has sound experience and demonstrated past performance in the safeguards and security area.

Decisions regarding concessions and bus service have not been finalized.

Section B, Attachment or Provision/Clause No. 4

Question No. 11 (Code 30)

We believe that the Draft RFP provision that named subcontractors in the proposal must participate in the "fee base" is inappropriately restrictive to the Prime Contractor and is not in the best interest of small business. It is recommended that this provision be removed to allow more flexibility to the Prime Contractor to manage programmatic risks and to remove institutional barriers to small business participation.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No.

Question No. 12 (Code 31)

The executive summary and the draft RFP both state in the introductory materials that the DOE's vision is for the INL to become "... the preeminent nuclear research, development, and demonstration laboratory within ten years." The INL will not be the preeminent laboratory in many field of nuclear science and technology, such as nuclear medicine, nuclear weapons, nuclear physics, and others. This statement should be the same as later in the RFP, which inserts the word "energy," e.g., "nuclear energy research, development, and demonstration,"

Response:

We are taking comment under advisement Final RFP will reflect our determination.

**Response to Questions
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Section H, Attachment or Provision/Clause No. 14

Question No. 13 (Code 32)

(d) Labor Relations (2)

Question: Was the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (IBT) Local 983, who have the same history on the INEEL as the PACE union, omitted from this section in error?

Note: There are two IBT groups from local 983 on the INEEL; we are current BBWI employees who choose to belong to a union, our group is part of Supply Chain Management, Distribution and Warehousing.

If so, will you correct this by adding the IBT?

Response:

While the provision specifically identifies PACE, the contract requires the INL contractor to comply with the law, including requirements on recognition and successorship, when those requirements apply to other collective bargaining representatives.

Section H, Attachment or Provision/Clause No.

Question No. 14 (Code 33)

Will the current International Brotherhood of Teamsters, Chauffeurs, warehousemen and Helpers (IBT) Local 983 Collective Bargaining Agreement with Bechtel, BWXT Idaho, LLC (BBWI), with an expiration date of June 17, 2007, be honored by the new contractor?

Response:

The INL contractor will be required to comply with the law and will be encouraged to promote the stability of collective bargaining relationships. In accordance with the law, the INL contractor is required to recognize and bargain with any union where successorship exists. See also the response to question number 13.

Section C, Attachment or Provision/Clause No.

Question No. 15 (Code 34)

Will the current Safety Program ISM/VPP be funded and kept in place by the new contractor?

Response:

The Statement of Work requires an Integrated Safety Management Program. However, because of the changes that will be occurring (i.e. the separation of all EM cleanup work and the merging of INL and ANL-W) changes can be expected. The new contractor will have the latitude to review and keep existing programs, modify existing programs or establish new safety programs. Section C paragraphs 2.4B and 2.3A lay out our expectations in this area.

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Section H, Attachment or Provision/Clause No.

Question No. 18 (Code 37)

With the advent of two contracts to run the INEEL, a method, apparatus or protocol of some sort must be set up to assist personnel in moving from one contractor to the other as needs dictate. Current thinking is that the ICP will be gradually shutting down as the year 2012 approaches while at the same time the INL side of the lab will be building up. A process needs to be in place to “flow” excess personnel from one contractor to the other. That process would give preference to personnel already at the INEEL in filling openings and the contractors will obviously have to work together closely on this issue.

Such a method of doing business would help to stabilize the workforce and the economy in this area, which is needed during this time of rapid change at the INEEL.

This is also a safety and morale issue as personnel worried about their jobs tend to make mistakes, get hurt and damage equipment. It can also be security issue as alienated employees may resort to vandalism, sabotage or become security risks. Having such a system in place would allow personnel to feel a little more secure in their long-term employment.

Response:

The draft RFP includes detailed provisions addressing issues such as those described in the question. These provisions and current DOE policy on workforce restructuring provide certain employee protections (including the application of hiring preferences) that should promote the movement of employees among the two contractors (EM ICP and INL).

Section None Selecte, Attachment or Provision/Clause No.

Question No. 19 (Code 38)

Both RFPs need to contain language requiring the contractors to purchase supplies, services and materials locally when it is possible to do so, again to help stabilize the local economy. Bechtel has done well in this area and this trend needs to continue.

Response:

The offeror is required by Section I, FAR 52.219-9 to submit a Small Business Subcontracting Plan that identifies percentages of total planned subcontracting dollars to be spent for supplies and services provided by small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. (See note below). See Clause H.35 for further information for consideration of local and Idaho businesses.

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Section Z-General, Attachment or Provision/Clause No.

Question No. 20 (Code 39)

LIST OF QUESTIONS FOR 05 CONTRACT (February 17, 2004)

General Questions

1. G&A rates - How will these rates be controlled for SMC labor to ensure that Army funding is used only on those services that are of direct benefit to the SMC program?
2. Overhead rates – The current overhead rate structure varies from organization to organization with rates from 0 to 22.7%. Can the SMC program be set up with a constant fixed rate for all employees to ensure that costs are beneficial to the program and are as low as practical?
3. The Department of the Army wants a provision in the new contract to negotiate all rates charged for the SMC program. Will DOE support this request?
4. Facility Adders –SMC is paying to maintain an internal separate maintenance program due to security needs, but is still required to fund the site wide Maintenance Program. How will DOE eliminate the duplication of facility Maintenance costs?
5. The current system burdens procurement items to cover material handling. The SMC project handles and warehouses most of the items they purchase. What is the value added of the CFA warehouse, why couldn't it be eliminated to reduce costs?
6. The safeguards and security support for the SMC program is extremely high for the benefit gained. It appears that S&S will be spun off. What will be charging practice and how will S&S be more efficient and more important less costly?

Response:

There are numerous references and requirements in the RFP for the contractor to be cost effective. The INL contractor will be given the opportunity to propose ways in which to make all aspects of contract performance cost efficient.

**Response to Questions
for
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Section C, Attachment or Provision/Clause No. 2

Question No. 21 (Code 40)

RFP Comments:

2.1.B National Security

1. Meet Department of the Army cost, production schedules, and quality requirements for the Specific Manufacturing Capability (SMC).

This statement is valid as far as it goes however it will be difficult to propose on how it will be accomplished with out a better definition of the Program Description. It is suggested that the Program Description in section J-0, J-0-1 be supplemented or replaced with a program description mutually agreed to by the DOE SMC program office and the Department of the Army. Would this be agreeable to the DOE?

2.3 General Management Requirements

4. Provide effective communications with DOE-NE, NE-ID, and other lead DOE and Work for others project sponsors.

Will the DOE or the contractor communicate directly with the Department of the Army (DA) on the work for others SMC project?

5. Reduce or eliminate non-core services and functions through innovative business arrangements.

The SMC project currently pays through salary burdens for many services, which are performed by SMC direct labor. These duplicated costs do not have a direct benefit to the SMC program. Will the DOE take action under the new contract to eliminate the unnecessary burdens on the labor rates for the SMC program?

6. Continuously challenge past laboratory practices and policies that do not provide a favorable cost-benefit return to program missions.

The past laboratory practices include a large portion of G&A costs on labor being diverted to fund DOE laboratory R&D functions that did not benefit the SMC Program. Will the DOE take action under the new contract to eliminate unnecessary G&A costs for the SMC program?

Response:

Comments Noted. The program description in Section J, Attachment O will be supplemented as requested.

**Response to Questions
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Section C, Attachment or Provision/Clause No.

Question No. 22 (Code 41)

Section C, 2.4 states:

7. Provide information to and coordination with the ICP contractor for its maintenance of the site-wide Resource Conservation and Recovery Act (RCRA) permit and Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) agreement.

8. Integrate required site-wide environmental surveillances or studies not covered under CERCLA or RCRA. (Site-wide CERCLA and RCRA activities are the responsibility of the ICP contractor).

A Comment:

1A This wording appears to indicate that ICP will provide a landlord service for the entire site, regarding RCRA & CERCLA.

2A Who is the Primary Responsible Party (PRP) for the INL: the DOE, the ICP contractor, or the INL contractor?

While CERCLA addresses the mitigation of legacy issues due to past practices, RCRA clearly addresses response and permitting actions for present & future operations (including Waste Generating Services).

3A Will ICP be a tenant with a "Tenant use agreement" or will ICP serve some landlord functions requiring landlord functions to provide ICP with tenant use agreements??

B Comment:

1B Due to the significant "fixed costs" that will remain (via subcontracts or landlord functions, or ICP functions) how will DOE measure the overall efficiency, productivity, and costs, associated with fixed costs (infrastructure, ES&H, maintenance)?

2B Will ICP, subcontracts, & INL contracts be measured (by DOE) separately (individually) or collaboratively integrating the various contracts.

3B The RCRA Part B permit will include everything within the contiguous boundary (including small quantity generation treated as large quantities). How can the INL contract enhance efficiencies (cost effectiveness in line with other National Labs) when the ICP controls the requirements.

Response:

A.1 The ICP contractor will be the lead for RCRA and CERCLA. The INL and ICP Draft RFPs each define the role of the contractor for permits, etc. Section C, paragraph 2.3G requires the INL Contractor to prepare and sign an interface agreement with the ICP contractor describing interfaces such as these.

A.2 DOE is the PRP. The INEL FFA/CO defines the roles and responsibilities of the Department of Energy, the Environmental Protection Agency, and the state of Idaho for the CERCLA cleanup of the site. The ICP Contractor has the lead CERCLA coordination role for DOE as defined in that contract scope of work.

A.3 The INL Contractor and the ICP Contractor each are assigned specific facilities and associated work scopes. The relationship between the INL Contractor and site tenants is addressed in Section C, paragraph 2.3G of the INL Draft RFP. Essential services to be provided by the INL Contractor to the ICP Contractor are defined in Section J, Attachment F-6 of the INL Draft RFP. The INL responsibility for regulatory requirements is addressed in Section C, paragraph 2.4A of the INL Draft RFP.

B.1 and B.2 Performance of the INL and ICP contractors will be measured against their respective contract

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Section K, Attachment or Provision/Clause No. 17

Question No. 23 (Code 42)

Would a member of the selected INL M&O team be permitted to have significant involvement in a NGNP team?

Response:

Section Z-General, Attachment or Provision/Clause No.

Question No. 97 (Code 117)

Four critically important general themes are:

- We strongly endorse the vision that the Idaho National Laboratory (INL) be a multi-program national laboratory with world-class nuclear capabilities and national goals in the areas of nuclear power, space power, hydrogen, national security and homeland defense, and other environmental technologies.
- To establish a sustainable science foundation and enable the recruitment of nationally competitive researchers, the laboratory contract must have a minimum base term of ten years.
- We believe your inclusion of university partners is a key to INL's successful achievement of its vision. Therefore, it is important that university participation in bid teams be rewarded numerically in the bid evaluation process.
- The laboratory should be expected to contribute significantly to the economic health and vitality of the region. Therefore, it is important that technology transfer and the establishment of new businesses be a criteria used to measure contractor performance.

Response:

Comment noted.

Section C, Attachment or Provision/Clause No. 1

Question No. 98 (Code 118)

Add a new point immediately following Point 3 that reads, “___. Establish the INL as an enduring requirements. Each Contractor is required to perform the scope of work defined in their contract, including disciplinary research center contributing to national goals in environmental technologies.” multi- infrastructure, ES&H, and maintenance. Performance of subcontractors is the responsibility of the prime contractor, not DOE. **Response:**

We are taking this comment under advisement. The final RFP will reflect our determination.

B.3 Each Contractor will be responsible for accomplishing their respective work scope.

**Response to Questions
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Section C, Attachment or Provision/Clause No. 2.1A

Question No. 99 (Code 119)

2.1.A Nuclear Energy

In Point 1 strengthen the long-term research mission of the laboratory by stating, “Act as the lead systems integrator for the DOE Office of Nuclear Energy, Science and Technology (NE) near and long-term missions to develop Generation IV (GEN IV) nuclear technologies and advanced fuel cycles and sustain research to develop and refine peaceful use of nuclear energy to the benefit of the nation and the world.”

2.1.A Nuclear Energy

In Point 2 strengthen the laboratory-university partnership by stating, “Lead the U.S. research, development and exploration of Next Generation Nuclear Plant (NGNP) technologies and carry out this mission using formal university programmatic partnerships in cooperation with other national laboratories, international partners, and the private sector.”

2.1.A.5 Nuclear Energy

Modify to read, “Assume a major role in revitalizing nuclear engineering and science education in the U.S. by:”

2.1.A.5.a Nuclear Energy

Modify to read, “a. Establishing accredited nuclear technology programs to facilitate the education of nuclear engineers and scientists using Idaho Universities and all other universities to create a major U.S. center of advanced nuclear engineering learning. INL will also facilitate programs that train technicians.”

2.1.A.5.b Nuclear Energy

Modify to read, “b. Developing relationships with Idaho Universities to establish and deliver a strong network of science and engineering education programs at all levels with a goal of making Idaho a world-leading center for nuclear education at the baccalaureate, masters, and doctorate levels. Provide needed support such as regular opportunities for summer internships for exceptional students, sabbaticals for professors, sabbaticals to universities for INL scientists and engineers, and other innovative programs.”

Response:

Section C, Attachment or Provision/Clause No. 2.1B

Question No. 100 (Code 120)

2.1.B National Security

Modify Point 2 to read, “2. Engage in the development, testing and deployment of systems and technologies using formal university programmatic partnerships to protect the homeland by:”

Response:

Comment Noted. The final RFP will reflect our determination.

**Response to Questions
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Section C, Attachment or Provision/Clause No. 2.1C

Question No. 102 (Code 122)

2.1.C Science and Technology Supporting the Principle Mission

Modify Point 1 to read, “1. Research, develop and deploy technologies using formal university programmatic partnerships that improve the efficiency, cost effectiveness, and environmental impacts of systems that generate, transmit, distribute, and store electricity and fuels (to include fossil, hydrogen, and alternative).”

2.1.C Science and Technology Supporting the Principle Mission

Modify Point 2 to read, “2. Support and improve the competitive standing of the INL using formal university programmatic partnerships in a broad range of other science and technology programs, such as biological sciences, earth sciences, physics, chemical sciences, materials science, fusion science, modeling and simulation, computational sciences, and public policy.”

2.1.C.3.b Science and Technology Supporting the Principle Mission

Modify to read, “b. Develop with the state of Idaho, its Universities, and its industry an innovative, major world center in advanced modeling and simulation. The center would conduct the analysis, research, simulation, and collection of engineering data needed to evaluate all fuel cycles from the viewpoint of cost, safety, waste management, and proliferation resistance.”

Response:

Comment noted, although university collaborations are encouraged, proposed wording would be too limiting for this scope of work.

Section C, Attachment or Provision/Clause No. 2.2

Question No. 103 (Code 123)

2.2 Facilities and Operations Requirements

Add Point 5 that reads, “5. Support and provide contractor intervention to complete in a timely fashion the proposed jointly occupied research facility, known as the Center for Science and Technology, located in Idaho Falls to facilitate University/Laboratory collaboration, academic research and economic development.”

Response:

Comment noted. The final RFP will reflect our determination.

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Section C, Attachment or Provision/Clause No. 2.3

Question No. 104 (Code 124)

2.3.E Collaboration

Add a point that reads, “___. Establish and maintain collaborative relationships with universities that include their significant participation in laboratory leadership and management roles. The bidder should be awarded significant points for Idaho Universities amount and type of involvement.”

2.3.F Technology Transfer and Commercialization

Add a stronger element that reads, “The contractor is required to propose a technology transfer component to assure that INL will have a positive and long-lasting effect on the economic development of the State and region. It is expected that this will focus on new high-technology company startups that build off of the laboratories technologies or those of its partners and the surrounding community. This component will also define metrics to track the success of this endeavor.”

2.3.G Relationships with Existing Site Tenants ...

Add a point that reads, “___. Assume support for the education contract with Idaho Universities during the twelve-month period after contract takeover.”

Response:

Comment noted. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 2

Question No. 136 (Code 157)

2.1.B National Security

1. Meet Department of the Army cost, production schedules, and quality requirements for the Specific Manufacturing Capability (SMC).

This statement should be revised to include Army security requirements. The approved MOU between DA and DOE indicates DOE policies and practices, the DOD NISPOM Supplement Overprint and DA SAP Security Manuals minimum requirements will be met. The references to the DA NISPOM documents and SAP Security Manuals should be added to the contract LIST B requirements.

Response:

The approved MOU will be added to Section J.

Section Z-General, Attachment or Provision/Clause No.

Question No. 142 (Code 163)

Nice to see the contract for Safeguards and Security was up for competitive bid. I looked up this company the got the contract. They have several large contracts. I guess DOE has a different definition for small business than the rest of the public. DOE just lost a lot of trust to do what they say they will. I would like an answer to why this was done and not have it be part of the bid process?

Response:

The Code of Federal Regulations (13 CFR Part 124) and FAR 19.805-1 specify that an 8(a) contract can be awarded to an Indian tribe or an Alaskan Native Corporation on a sole source basis regardless of dollar size if it has not already been accepted or advertised as a competitive procurement. This procurement will be negotiated with an Alaskan Native Corporation who has sound experience and demonstrated past performance in the safeguards and security area.

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Section B, Attachment or Provision/Clause No.

Question No. 146 (Code 167)

Inappropriate question removed.

Response:

Section Z-General, Attachment or Provision/Clause No.

Question No. 157 (Code 180)

Are there other services (in addition to safeguards and security, cafeteria, and bus transportation) being explored for separate contracts prior to contract award? Should these services be excluded from the contract proposal?

Response:

As stated in DOE Press Release of Feb 5, 2004, DOE announced that services such as safeguards and security, cafeteria, and bus transportation have been identified to be privatized. No other services have been identified to date. Safeguards and security, cafeteria, and bus transportation should be excluded from contract proposal.

Section C, Attachment or Provision/Clause No. 2.

Question No. 158 (Code 181)

Section C identifies the INL Contractor requirement to provide essential services (listed in attachment J-F-6)"during the first eight months" after contractor takeover. If the ICP Contractor decides not to use these services and other INL procured services after this 8 month period, impacts on the INL FY 2006 budget may not be reconcilable during the budget cycle time-frame. Since the "make buy decision" is that of the ICP contract we believe the financial impacts should fall to the cleanup project.

Response:

Comment Noted. We are taking this comment under advisement.

Section I, Attachment or Provision/Clause No. 6F

Question No. 159 (Code 182)

Essential Services. Will the final RFP provide the basis of estimate and breakdown by FTE/non labor dollars for the essential services to be provided by the INL Contractor to the ICP Contractor?

Response:

No. Overall funding and scope is provided. Services to be provided by the INL contractor to the ICP contractor will be finalized after contract award.

Section H, Attachment or Provision/Clause No. 214

Question No. 160 (Code 183)

Service Credit Dates: There is ambiguity in the wording of service credit and leave benefits. Does the statement mean that everyone is re-set to the same service credit and leave status (accrued vacation and vacation accrual rates), i. e. to zero, after six months? Or does it mean that this applies to anybody hired up to the six month mark?

Response:

The draft RFP provision means that anyone hired from incumbent contractors within the first six months after contract takeover is entitled to credit for length of service and leave benefits earned under the incumbent

**Response to Questions
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Section L, Attachment or Provision/Clause No. 3

Question No. 161 (Code 184)

Key Personnel. As written, the draft INL RFP (Section L.3.b, Appendix 1) implies that no more than 8 Key Personnel positions are allowed. Is there a cap on the number of key personnel positions? The INL Contractor should have some flexibility in identifying the number of Key Personnel positions they feel are necessary to meet the contract mission.

Response:

The Key Personnel Clause (DEAR 952.215-70) is intended to identify those positions that DOE chooses to require notification, justification and approval prior to any changes by the contractor. DOE has identified (Section L, Appendix 1) those functions we wish to have subject to the Key Personnel Clause. It is not intended to define or influence an organization or management structure. We do not intend to include other management functions (beyond than those listed in Appendix 1) as key personnel under this contract.

Section G, Attachment or Provision/Clause No.

Question No. 162 (Code 185)

Safeguards & Security: The Executive Summary identifies a separate contract for the Safeguards & Security. The assumption is made that the final RFP will provide clarification on the specific work scope for this separate contract, including: responsibility for special nuclear materials accountability and control, performance of vulnerability assessments, planning, implementation and maintenance of physical security systems, personnel security programs, information security programs including classified materials, cyber security and foreign visitors and assignments.

Response:

This is a correct assumption. The final RFP will provide clarification on safeguards and security scope of work.

Section J, Attachment or Provision/Clause No. G

Question No. 163 (Code 186)

The Executive Summary identifies a separate contract for the Safeguards & Security. Will the associated orders relating to the specified work scope in the separate contract remain applicable to the INL Contractor? Example: Attachment J-G, DOE O 4723.2 Protective Force Program.

Response:

Safeguards and security requirements in the INL contract will be based on what is expected in the statement of work and will be reflected in the final RFP.

Section Z-General, Attachment or Provision/Clause No.

Question No. 164 (Code 187)

Physical Security. The ICP RFP states "the INL Contractor will provide physical security for all site areas" but that requirement is not identified in the INL RFP. We assume this criterion was included in the ICP RFP prior to the decision to award a separate contract for some Safeguards and Security services. Our assumption is that the INL and ICP RFPs will clarify this and other statements pertaining to the safeguards and security requirements and interfaces...as stated in the INL RFP Executive Summary. Is this a correct assumption?

Response:

This is a correct assumption. The final RFP will provide clarification on safeguards and security scope of work.

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Section C, Attachment or Provision/Clause No. 32

Question No. 165 (Code 188)

Labor Relations: Will the INL Contractor serve as the lead signatory for the existing INEEL and ANL Bargaining Contracts (PACE, etc)?

Response:

See clause H.14(d) and the answer to question numbers 13 and 14.

Section C, Attachment or Provision/Clause No. 2.

Question No. 167 (Code 190)

Clarification is needed regarding "Establishing accredited nuclear technology programs at the INL" as stated in Section C.2.1.A.5(a) What types of accredited programs are the INL expected to have (educational, technical) and who should the programs be accredited with?

Response:

The offerer is free to consider and propose the types of accredited programs they believe would be of value and fit into their approach for managing the INL. If the offerer includes or defines the nuclear technology programs (technical or educational) they plan on bringing to or offering at the INL, it is expected that the accreditation would be from recognized national sources (education or technical).

Section G, Attachment or Provision/Clause No.

Question No. 168 (Code 191)

Environmental requirements. Comment. It is suggested that a "Bridging Document" between the INL and ICP RFPs be provided to ensure consistency in DOE expectations of environmental responsibilities for the two new Contractors.

Response:

Reference section C, paragraphs 2.3.G and paragraph 2.4.A An "Interface Agreement" between the INL and ICP contractor will be developed and agreed to during the transition phase. This Interface agreement will detail the responsibilities for the two contractors not only in environmental services but in all essential support and interface requirements to ensure consistency, reciprocity and define expectations.

Section H, Attachment or Provision/Clause No. 14

Question No. 169 (Code 192)

Under H.14 Work Force Transition and Human Resources Management (b) Hiring Preferences identifies that "The contractor is not responsible for the employment (or termination of the employment) of the incumbent contractors employees not hired..) Who is responsible and what will the source of the funds for terminating employees? Will this financial burden fall on the INL programs or ICP programs or jointly shared?

Response:

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section Z-General, Attachment or Provision/Clause No.

Question No. 170 (Code 193)

Research & Development. The draft RFP is not clear as to what the Laboratory Directed Research & Development (LDRD) funding level will be. Can you clarify what funding basis (INL DOE program budget plus Work For Others and ICP services?) will be used to define the level of LDRD funds?

Response:

DOE Order 413.2A Laboratory Directed Research and Development (01/08/01) regulates LDRD. This order is a requirement to this contract.

Section Z-General, Attachment or Provision/Clause No.

Question No. 171 (Code 194)

Research & Development. Is there a fixed percentage that cannot be exceeded for the generation of LDRD funds and if so, what is it?

Response:

DOE Order 413.2A Laboratory Directed Research And Development (01/08/01) regulates the limits on LDRD. The order stipulates: "The maximum funding level established for LDRD must not exceed 6 percent of the laboratory's total operating budget, including non-DOE funded work, for the year, plus an amount of capital equipment funds not to exceed 6 percent of its total capital equipment budget for the year."

Section Z-General, Attachment or Provision/Clause No.

Question No. 172 (Code 195)

Is it a correct assumption that the Department of Energy has segregated funds for costs pertaining to outstanding legal actions pending on current litigation or other legal actions initiated under prior contractors? And if so, what are those funds intended to cover?

Response:

The assumption is incorrect. The Department segregates funds for litigation costs only under unusual circumstances, such as the current litigation involving Pit 9 (LMITCO v. LMAES & LMC). The Department has budgeted for and segregated funds for Pit 9 litigation costs through Fiscal Year 2005.

Section K, Attachment or Provision/Clause No. 6

Question No. 173 (Code 196)

Is it acceptable to provide several customers past performance ratings for different projects within a single contract?

Response:

As long as each of the criteria of L.6 Criterion 2: Past Performance (a) (1), (2), & (3) are met, it would be acceptable to have a form for separate projects or activities within a single contract.

Section L, Attachment or Provision/Clause No.

Question No. 174 (Code 197)

Section L.1(e) and L.3 state that Form SF33 will be used as the first page of Volume I. Section L.12 (c) (2) provides different instructions for the first page of the proposal. Are we correct in assuming that the page containing information described in Section L.12 (c) (2) would precede Form SF33 in Volume I?

Response:

Yes. The final RFP will provide clarification to this question.

**Response to Questions
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Section None Selecte, Attachment or Provision/Clause No.

Question No. 175 (Code 198)

During the first INL Bid Tour, DOE Representatives made reference to existing BBWI policies/procedures. Examples include Work Control processes (Standard 101) and procedures (MCPs) pertaining to Hazard Identification, etc. Is it acceptable to request these documents for placement on the Shared Library?

Response:

Yes, it is acceptable to request specific documents be placed on the shared library. We will make a determination on a case-by-case basis.

Section M, Attachment or Provision/Clause No. 54

Question No. 176 (Code 199)

The description of what is wanted in the capabilities of the Laboratory Director is excellent and we believe it supports the mission. However, DOE should assign weighting factors for the Lab Director versus all other Key staff.

Response:

Comment noted. The Final RFP will reflect our determination on this question.

Section M, Attachment or Provision/Clause No. 3

Question No. 177 (Code 200)

The following statement is made in M.3 Capabilities and Approach

“Each criterion is further broken into areas that identify those aspects of the CAP that shall be emphasized in the evaluation. Those areas are not listed in order of importance and shall not be individually point scored. Instead, they shall be considered in the overall evaluation for that particular criterion. “

The reader must therefore assume that value and writing attention should be evenly distributed between the four sub-headings of M.4 Criterion 4. Criterion 4 is worth 325 points or 32.5% of the score. To deliver the INL mission as defined in C requires a new and innovative approach to all mission elements in C with special emphasis on those related to the nuclear and national security mission. Without a specific value given to the technical program approach, under 4 a, one could interpret the RFP as saying that the value of the approach to developing the program is worth 8% or less. We believe that the DOE should identify the scoring value of sub criteria elements 4a versus 4b, versus 4c versus 4d and put the highest value on 4a.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section Z-General, Attachment or Provision/Clause No.

Question No. 179 (Code 202)

Given the split of the INEEL and the integration of the ANL-W into the INL, it will be difficult for a contract (maintaining various personnel and ongoing programs) to enact DOE's stated vision within 5 years. The chances for successfully establishing a new Laboratory would be greatly enhanced if the proposed length of the contract was increased. A formal long-term commitment would increase the ability of the INL Contractor to attract and retain key staff; promote program development success; and develop positive, forward-looking, local relationships.

Response:

We will be taking comment under advisement. Final RFP will reflect our determination.

**Response to Questions
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Section G, Attachment or Provision/Clause No.

Question No. 180 (Code 203)

Liabilities currently viewed as site-wide appear from the Draft INL RFP to be left to the INL Contractor. Such a liability burden without designated funding may subject the long-term sustainable mission to expenses that ultimately sacrifice the INL's staff ability to achieve the DOE vision for the Laboratory. One suggestion is a more equitable liability distribution for the known legacy wastes to be held by the ICP Contractor and latent legacy waste issues, when discovered, to be negotiated out at the time of discovery with DOE for the purpose of subcontracting the work to be done.

Response:

Comment noted.

Section Z-General, Attachment or Provision/Clause No.

Question No. 181 (Code 204)

Can the BBWI FY04 1st Quarter ESH&QA ISM Performance Report and Analysis be added to the Shared Library?

Response:

The document will be added to the shared library.

Section None Selecte, Attachment or Provision/Clause No.

Question No. 182 (Code 205)

Can the BBWI PAMO Monthly Maintenance Performance Measures Report for January 2004 be added to the Shared Library?

Response:

The document will be added to the shared library.

Section Z-General, Attachment or Provision/Clause No.

Question No. 183 (Code 206)

Can the Naval Reactors Monthly Program Report – January or February 2004 - be added to the Shared Library?

Response:

This document has been added to the Shared Library.

Section Z-General, Attachment or Provision/Clause No.

Question No. 184 (Code 207)

Can the BBWI FY 2004 Indirect Budget Baseline document (Detailed Work Plan?) be added to the Shared Library?

Response:

The document has been added to the shared library.

**Response to Questions
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Section None Selecte, Attachment or Provision/Clause No.

Question No. 185 (Code 208)

Can the BBWI FY 2002 and FY 2003 Balanced Score Card (BSC) and/or Objectives Matrix (including individual criteria results as well as rollups) be added to the Shared Library?

Response:

Yes, this information will be provided.

Section Z-General, Attachment or Provision/Clause No.

Question No. 186 (Code 209)

Can copies of the BBWI FY 2003 and FY 2004 approved Small Business Plans be added to the Shared Library?

Response:

Copies of these two plans have been added to the shared library.

Section Z-General, Attachment or Provision/Clause No.

Question No. 187 (Code 210)

Can a copy of the FY 2004 BBWI Work Breakdown Structure (Company to Work Package level) be added to the Shared Library?

Response:

This document has been added to the shared library.

Section Z-General, Attachment or Provision/Clause No.

Question No. 191 (Code 216)

Can a copy of the Research Benchmarking Study for DOE & NNSA Contractors, released on 6-26-03 be added to the Shared Library? This report was generated by the Center for Advanced Purchasing Studies (CAPS).

Response:

The document may be accessed through the CAPS website. The CAPS website address is <http://www.capsresearch.org>.

Section H, Attachment or Provision/Clause No. 214

Question No. 192 (Code 217)

Why does this provision only require the contractor to maintain the length of service credit and leave benefits as accrued at the time of contract takeover for employees hired from incumbent contractors for the first six months after contract takeover. Incumbent employees have invested too much time in achieving our current length of service credit to lose it to subsidize this site. We have worked many years to accrue these benefits and have planned our futures and retirements around these benefits.

Response:

The intent of this language is to require the INL contractor to recognize current lengths of service for any incumbent employee hired during the first six months after contract takeover. Incumbent Employees who are hired by the INL contractor within the first six months of contract takeover will not lose either accrued benefits or length of service credit.

**Response to Questions
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Section H, Attachment or Provision/Clause No. 314

Question No. 193 (Code 218)

Section vi needs to guarantee the retirement medical benefit for all incumbent employees not just those who have currently retired. Many older incumbent employees have worked many years saving and anticipating an early retirement relying on this benefit.

Response:

Comment noted. The RFP requires DOE to agree to any change in retiree medical benefits.

Section H, Attachment or Provision/Clause No.

Question No. 195 (Code 238)

Section H provides INL Contractor requirements pertaining to administering the "two incumbent" benefit plans for employees retired prior to contract takeover. Are you referring to BBWI and ANL-W employees?

Response:

Clause H.14 requires the INL contractor to assume responsibility for funding and administering the BBWI defined benefit and defined contribution plans for employees who have already retired under those plans. The BBWI plans are INL "site" plans that have moved as the INL contractor has changed (e.g., LMITCO to BBWI). The University of Chicago maintains a separate plan for ANL-W employees. The University of Chicago will continue to fund and administer that plan for ANL-W employees who have already retired when the new INL contractor takes over.

Section Z-General, Attachment or Provision/Clause No.

Question No. 199 (Code 275)

Please change the RFP to require a base term of 10 years, with a provision that DOE reserve the right to terminate the contract if the contractor does not demonstrate a sufficient level of performance, when measured against mutually agreed upon performance measures.

Response:

We will be taking comment under advisement. Final RFP will reflect our determination.

Section Z-General, Attachment or Provision/Clause No.

Question No. 200 (Code 276)

Please require in the RFP that bidders must propose, and be rewarded numerically in the bid evaluation, University participation in lab operations; specifically, that the bidders be required to propose university faculty and student researchers to have postings and do research at the lab under a dual-affiliation.

Response:

DOE will not make this a requirement in the RFP.

Section Z-General, Attachment or Provision/Clause No.

Question No. 202 (Code 278)

Please change the RFP to require the bidders to propose their program to seek Work for Others research, and how they will create an environment at the lab which nurtures and attracts non-DOE research to the lab.

Response:

RFP provides sufficient flexibility for Offerors to pursue Work For Others and attract non-DOE work to the lab.

**Response to Questions
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Section Z-General, Attachment or Provision/Clause No.

Question No. 203 (Code 279)

Please change the RFP to require bidders to propose their plan for transferring the nuclear energy research programs that DOE is currently funding at other labs in the DOE complex, to the INL. If DOE is to make good on Secy. Abraham's personal commitment to create a nuclear center of excellence at INL, DOE must re-define the goals of its nuclear energy program and target the expenditure of funds towards its nuclear energy lab in Idaho.

Response:

Comment noted. The final RFP will reflect our determination.

Section Z-General, Attachment or Provision/Clause No.

Question No. 204 (Code 280)

Please change the RFP to require bidders to propose targets for spin-offs of energy-related, space, and national security businesses in the local communities, as a result of the research conducted at the lab.

Response:

DOE will not make this a requirement in the RFP

Section D, Attachment or Provision/Clause No.

Question No. 211 (Code 287)

With the terrorism threat these days, now can you put the guard force in the hands of a small company in Alaska? How will this keep our site safe?

Response:

Any company awarded this contract must have sound experience and demonstrated past performance in the safeguards and security arena. The team will have the range and depth of protective service experience necessary to meet facility protection requirements.

Section C, Attachment or Provision/Clause No. 1

Question No. 212 (Code 288)

In this clause and in several other places, significant attention is drawn to the FOCI clause. However, it appears that the clause, and attendant requirements, are the normal ones found in DOE RFPs. Is there something special about the requirements in this procurement? Is there any additional language that Offerors should be aware of? Are the standards that the government will use to evaluate FOCI more stringent for this procurement than those used for previous procurements? It seems as though the government might be trying to discourage foreign participation. Is this the case?

Response:

No, there is nothing special about the FOCI requirements for this procurement, nor is there any additional language to be made aware. The Statement of Work includes activities that involve access to classified information or significant quantities of special nuclear material. The Statement of Work also specifically involves the possibility for collaboration with foreign nations or international entities. Foreign participation is not discouraged, but the Department and competitors must be acutely aware of the FOCI requirements that must be addressed. The current version of those requirements was published in May of 2002, and they are set forth in Sections K.15 and K.16 of the RFP.

**Response to Questions
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Section H, Attachment or Provision/Clause No. 25

Question No. 213 (Code 289)

Will DOE provide the successful offeror a list of pre-existing conditions during transition, or after contractor change-over is complete? If not, will the costs to develop such a list be allowable?

Response:

The INL contractor will be responsible for identifying preexisting conditions. Costs for developing a preexisting conditions list will be allowable if they meet the cost allowability provisions of the contract. See H.25 for timely notification requirements for preexisting conditions.

Section L, Attachment or Provision/Clause No.

Question No. 214 (Code 290)

Past Performance. This clause requires each member of the team to provide past performance information on previous contracts that are at least \$50M per year (\$5 M for small businesses). This clause also ties this requirement to the experience requested in section L.5, which therefore, makes it necessary to use these very large projects in the experience section. Furthermore, the experience section requires that these projects be those in which the offer played a technology role until project completion, which we have interpreted as follows; Each member of the team must have project experience at the \$50 M/year level in which they took the project from technology development through implementation (building and operating a plant or similar activity). This is an enormous undertaking that very few, if any, offerors would have under the interpretation described above. In that sense, it is anticompetitive, and perhaps unnecessary, since the majority of work at the INL is not of this magnitude or scope. Even for NGNP, the INL contractor would presumably use technology developed in part by others, and would not be involved in the construction of the full scale reactor. Please reassess whether this requirement can be relaxed.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section M, Attachment or Provision/Clause No. 4

Question No. 215 (Code 291)

This section says that offerors without certain experience will not get an unfavorable rating. It says that they will get 50% of the points. Since most offerors that prevail in these procurements score at least 800 out of 1000 points, please clarify how receiving fewer than 80% of the points would not constitute an unfavorable rating?

Also, could an offeror neglect to submit any past performance information, get credit for the 25 points and use the page count more fruitfully in other areas of the proposal?

Response:

The RFP provision addresses a requirement of the Federal Acquisition Regulation. There are a number of ways DOE could have addressed that requirement, and we believe the approach taken is fair to every firm that may be competing for contract award. Because DOE determines whether performance on other projects is relevant, it is erroneous to assume that if a competitor submits nothing it automatically receives 25 points. Further, proposals that do not represent a reasonable initial effort to address the essential requirements of the RFP may be deemed unacceptable and eliminated from the competition.

**Response to Questions
for
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Section L, Attachment or Provision/Clause No. 1

Question No. 218 (Code 294)

Item (c):Regarding page count for Volume II, please consider excluding resumes, resource commitment forms, and past performance forms from the total page count for Volume II.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section L, Attachment or Provision/Clause No. 6

Question No. 219 (Code 295)

Items(a)-(e), page L-7: Current request is for three past performance forms for “each team member” with no consideration of the size or role of the team member. Please consider restricting this request to members of a joint venture, LLC, or major subcontractors. Some team members may have very minor roles; also, this could severely impact the overall page count of Volume II.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination. See related question 218.

Section L, Attachment or Provision/Clause No. 6

Question No. 220 (Code 296)

(a)(3), page L-7: The concept of average costs exceeding \$50 million per year for science and technology projects (also required in L.5(d)) may be overly burdensome and restrictive of competition on this procurement, especially given the relatively modest amounts of INL which are much smaller. Many qualified and responsive offerors will not be able to meet this threshold. Please consider lowering this amount to \$10 million, or increase the timeframe from 5 years to 20 years, or broaden the definition to include science, technology, technology development, and engineering.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section L, Attachment or Provision/Clause No. 6

Question No. 221 (Code 297)

Comment: we interpret Criterion 2 as focusing on large, mission programs, such as the Gen IV Reactor development. We believe that DOE should also evaluate the offeror’s past performance in other key areas, such as: the development of national security programs; the management of large, complex infrastructure projects, especially with emphasis on efficiency improvement and cost reduction; and design and construction of innovative, one-of-a-kind facilities.

Response:

This is an incorrect interpretation.

**Response to Questions
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Section Z-General, Attachment or Provision/Clause No. 0

Question No. 227 (Code 332)

The proposal to privatize bus service without any language concerning DOE subsidizing program will undoubtedly cause bus tickets to soar in price. As a result, people will decline the bus service in favor of driving. The current facilities can not support the additional parking that would be required, thus additional parking will have to be provided at added expense to the DOE. The safety record for the current bus service speaks for itself. Forcing people to drive through this short-sighted proposal will increase the frequency of accidents and is contrary to the principles of ISMS and VPP. State highway 20 is not suited for the additional traffic that will be incurred. In summary, this is a very short-sighted proposal with far reaching safety concerns

Response:

Section L, Attachment or Provision/Clause No. 15

Question No. 230 (Code 306)

Did DOE intend to differentiate L.5.Criterion 1: Relevant Experience from M.4 Criterion 1. Relevant Experience, whereby L.5 Criterion 1. area a-f roughly correlate with M.4 Criterion 1 as b-b-c-d-f-e-a? For instance, L.5 Criterion 1: (a) is considered in M.4 Criterion 1 as c; while M.4 (b) reflects L.5 Criterion 1: (f) and (e), which is confusing and leads to uncertainty.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 1

Question No. 231 (Code 308)

Add a new point immediately following Point 3 that reads, "Establish the INL as an enduring multi-disciplinary research center contributing to national goals in environmental technologies.

Response:

Please see response to Question 98.

Section C, Attachment or Provision/Clause No. 02

Question No. 232 (Code 309)

In Point 1 strengthen the long-term research mission of the laboratory by stating, "Act as the lead systems integrator for the DoE Office of Nuclear Energy, Science and Technology(NE) near and long-term missions to develop Generation IV (GEN IV) nuclear technologies and advanced fuel cycles and sustain research to develop and refine peaceful use of nuclear energy to the benefit of the nation and the world."

Response:

Please see response to comment 99

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section C, Attachment or Provision/Clause No. 2.

Question No. 233 (Code 310)

In Point 2 strengthen the laboratory-university partnership by stating "Lead the U.S. research, development and exploration of Next Generation Nuclear Plant (NGNP) technologies and carry out this mission using formal university programmatic partnerships in cooperation with other national laboratories, international partners, and the private sector.

Response:

Please see response to comment 99

Section C, Attachment or Provision/Clause No. 2.

Question No. 234 (Code 311)

Modify to read "Assume a major role in revitalizing nuclear engineering and science education in the U.S. by:"

Response:

Please see response to comment 99

Section C, Attachment or Provision/Clause No. 2.

Question No. 235 (Code 312)

Modify to read, "a. Establishing accredited nuclear technology programs to facilitate the education of nuclear engineers and scientists using both Idaho Universities and all other universities to create a major U.S. center of advanced nuclear engineering learning. INL will also facilitate programs that train technicians."

Response:

Please see response to comment 99

Section C, Attachment or Provision/Clause No. 2.

Question No. 236 (Code 313)

Modify to read, "b. Developing relationships with Idaho Universities to establish and deliver a strong network of science and engineering education programs at all levels with a goal of making Idaho a world-leading center for nuclear education at the baccalaureate, masters, and doctorate levels. Provide needed support such as regular opportunities for summer internships for exceptional students, sabbaticals for professors, sabbaticals to universities for INL scientists and engineers, and other innovative programs."

Response:

Please see response to comment 99

Section C, Attachment or Provision/Clause No. 2

Question No. 237 (Code 314)

Modify Point 2 to read, "2. Engage in the development, testing and deployment of systems and technologies using formal university programmatic partnerships to protect the homeland by:"

Response:

Please see response to comment 100

**Response to Questions
for
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Section C, Attachment or Provision/Clause No. 2

Question No. 238 (Code 315)

Modify Point 1 to read, "1. Research, develop and deploy technologies using formal university programmatic partnerships that improve the efficiency, cost effectiveness, and environmental impacts of systems that generate, transmit, distribute and store electricity and fuels (to include fossil, hydrogen, and alternative)."

Response:

Please see response to comment 102

Section C, Attachment or Provision/Clause No. 2

Question No. 239 (Code 316)

Modify Point 2 to read, "2. Support and improve the competitive standing of the INL using formal university programmatic partnerships in a broad range of other science and technology programs, such as biological sciences, earth sciences, physics, chemical sciences, materials science, fusion science, modeling and simulation, computational sciences, and public policy."

Response:

Please see response to comment 102

Section C, Attachment or Provision/Clause No. 2

Question No. 240 (Code 317)

C.3.b: Modify to read, "b. Develop with the state of Idaho, its Universities, and its industry an innovative, major world center in advanced modeling and simulation. The center would conduct the analysis, research, simulation, and collection of engineering data needed to evaluate all fuel cycles from the viewpoint of cost, safety, waste management and proliferation resistance."

Response:

Please see response to comment 102

Section C, Attachment or Provision/Clause No. 2.22

Question No. 241 (Code 318)

Add Point 5 that reads, "5. Support and provide contractor intervention to complete in a timely fashion the proposed jointly occupied research facility at Idaho Falls to facilitate University/Laboratory collaboration, academic research and economic development."

Response:

Please see response to comment 103

Section C, Attachment or Provision/Clause No. 2

Question No. 242 (Code 319)

Collaboration : Add a point that reads, "Establish and maintain collaborative relationships with universities that include their significant participation in laboratory leadership and management roles. The bidder should be awarded significant points for Idaho Universities amount and type of involvement."

Response:

Please see response to comment 104

**Response to Questions
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Section C, Attachment or Provision/Clause No. 2

Question No. 243 (Code 320)

Technology Transfer and Commercialization

Add a stronger element that reads, "The contractor is required to propose a technology transfer component to assure that INL will have a positive and long lasting effect on the economic development of the State and region. It is expected that this will focus on new high-technology company startups that build off of the laboratories technologies or those of its partners and the surrounding community. This component will also define metrics to track the success of this endeavor."

Response:

Please see response to comment 104

Section C, Attachment or Provision/Clause No. 2

Question No. 244 (Code 321)

Relationships with Existing Site Tenants...

Add a point that reads, "Assume support for the education contract with Idaho Universities during the twelve month period after contract takeover."

Response:

Please see response to comment 104

Section Z-General, Attachment or Provision/Clause No.

Question No. 245 (Code 322)

We strongly endorse the vision that the Idaho National Laboratory (INL) be a multi-program national laboratory with world-class nuclear capabilities and national goals in the areas of nuclear power, space power, hydrogen, national security and homeland defense, and other environmental technologies.

To establish a sustainable science foundation and enable the recruitment of national competitive researchers, the laboratory contract must have a minimum base term of ten years.

We believe your inclusion of university partners is a key to INL's successful achievement of its vision.

Therefore, it is important the university participation in bid teams be rewarded numerically in the bid evaluation process.

The laboratory should be expected to contribute significantly to the economic health and vitality of the region.

Therefore, it is important that technology transfer and the establishment of new businesses be a criteria used to measure contractor performance.

Response:

Please see response to comment 97

**Response to Questions
for
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Section Z-General, Attachment or Provision/Clause No.

Question No. 247 (Code 324)

I am disturbed that DOE has decided to out source safeguards and security. It seems to me that the bidders of the INL contract should be allowed to judge for themselves the best way to deal with safeguards and security. If DOE wants safeguards and security to be contracted out, they should at least put it out for competitive bid and in proper request for proposal.

The press release that was put out by Beth Sellers confuses the issue. She states that the “safeguards and security forces will be affected.” What does this mean? My understanding is that safeguards and security covers several elements as outlined below. Can further clarification be issued detailing who is going to do what?

Program Management Including

Program Management and Administration; Program Planning; Personnel Development and Training; Facility Approval and Registration of Activities; Foreign Ownership, Control, or influence; Safeguards and Security Plans, etc.,

Protection Program Operations Including

Physical Security, Security Systems, Protective Force, Security Badges, Credentials and Shields, Transportation Security.

Information Security, including

Classification Guidance, Classified Matter Protection and Control, Special Access Programs and Intelligence Information, Classified Automated Information Systems Security, Technical Surveillance Countermeasures, Operations Security, etc.

Nuclear Materials Control and Accountability including

Basic Requirements, Material Accountability, Material Control, and so on.

Personnel Security including

Access Authorizing, Security Education Briefings and Awareness, Control of Visits, Unclassified Visits and Assignments by Foreign Nationals, Personnel Assurance Program, Personnel Security Assurance Program, etc.

Just stating that the Safeguards and Security Forces are going to be soul sourced out does not say anything. Safeguards and Security is in my opinion a huge issue and should not be passed off so easily.

I think that trying to pull some unknown portions of safeguards and security out of the hands of the INL contractor is a big mistake and should be left for the INL contractor to handle as they sees fit.

Response:

Safeguards and security requirements will be clarified in the final RFP.

**Response to Questions
for
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Section C, Attachment or Provision/Clause No. 2.

Question No. 248 (Code 325)

The language in this section raises questions about how the INL, as DOE's Center of Excellence (COE) relates to private industry, especially with regard to the various initiatives to stimulate that industry. Please clarify the following:

- Does the term "lead" mean to serve as catalyst as opposed to driver? Do the DOE see the appropriate role of the M&O contractor as providing an environment for unproven ideas to be exercised, where the selection of promising ideas and driving them to commercial realization is left to private industry?
- The M&O standard contract term is 5 years. How does this term relate to longer-term initiatives like NGNP, and Generation IV? How will the DOE potentially transition these important initiatives from one M&O contractor to another?
- Generally a COE for an industry would have a mechanism for validating its efforts commercially. Please clarify the vision for involving the private sector in such validation and assuring that a reasonable percentage of programs will transition to commercial offering.
- One of the key industry initiatives is the NGNP. The M&O RFP mentions NGNP but is unclear about how the M&O contractor will relate to the NGNP. The best arrangement would be for the M&O contractor to provide physical location for the demonstration plant and owner/landlord type guidance and facilitation to the NGNP contractor. The NGNP contractor would provide systems design and industry integration/implementation. When will the NGNP RFP be issued? How will it relate to this RFP?

Response:

Section Z-General, Attachment or Provision/Clause No.

Question No. 249 (Code 326)

It has been interesting watching the clean-up process from the bottom, as a worker. It seem that only those jobs with bonus money get worked. Huge fees are collected for doing what the company was hired for. Why not require a percent return from this "cash cow" to be used to maintain and or repair the "site" facilities? It appears to me that there is no comittment to this great lab. A return to the community is nice, however helping to make the INEEL great will benifit all of us.

Response:

Comment noted.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section Z-General, Attachment or Provision/Clause No.

Question No. 251 (Code 328)

As a citizen of Idaho Falls and dependent on the long-term stability and viability of the DOE Laboratory (currently called the INEEL) in Idaho Falls, I am very concerned over the draft guidelines for the new INL contract. The INEEL has changed missions and contractors too many times. Furthermore, past missions have been too single minded. If the INL is to have a long-term future and be a valuable resource for the State of Idaho and the U.S. Government, then the new INL first priority should be a multiprogram research and development institution. To buffer swings in funding from different U.S. Government Administrations, the INL needs to build world-class programs in several areas – not just a single area.

What will happen to current INEEL employees who have uprooted their families to build a strong program in subsurface science at the INEEL? Will they have to uproot their families again because of a new contract? Why does the DOE have to change directions in mid-stream? Why cannot the new INL contract emphasize world-class programs in nuclear energy and subsurface science? Do you think that world-class scientists will be happy to come to Idaho Falls when they see other scientists leaving town? What security will they have that was not given to the subsurface science scientists?

The only way to forge a new research and development program in nuclear energy and be successful is to also maintain support to existing programs at the INEEL, such as subsurface science. Changing missions too abruptly will only cause hardships to individuals and the local communities. By word of mouth, Idaho Falls will become an undesirable place to live and build a family. There will be little security in employment. What if the Administration changes and less support is given to INL? What will INL have to build a viable future?

To encourage stability among programs and employees at the INEEL, the first priority of the new INL contract should be to develop multiple long-term programs. A key program can be nuclear energy that is supported by the DOE Office of Nuclear Energy. Other programs may not be as large as the nuclear energy program, but they must exist and other DOE Offices need to contribute to their success. A strong multiprogram National Laboratory is a valuable asset to the State of Idaho and the U.S. Government. If the INL is not recognized as a strong multiprogram laboratory, it might cease to exist in the future – the near future. Develop a contract for the INL that has long-term vision, not a single-minded focus.

Response:

Section B, Attachment or Provision/Clause No.

Question No. 255 (Code 334)

What are the average values of the constituents of the INEEL labor rate "fringe benefit" (vacation, sick leave, holidays, etc) as a percentage of "direct labor".

Response:

The FY 04 BBWI fringe rate is 55% of the direct labor (average payroll cost / hour). See the FY 04 indirect and other distributable costs baseline (section 3.0) in the shared library.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section B, Attachment or Provision/Clause No. 4

Question No. 256 (Code 335)

We have been told by more than one of the larger firms positioning themselves as prime contractor candidates that they interpret the subject section to mean that named subcontractors in the proposal must participate in the “fee base”. We believe that this contract provision, if meant to convey that message, is an inappropriate restriction to the Prime Contractor and not in the best interest of small business participation as it will inhibit the prime contractors from naming small business as integral participants in their proposal. We recommended, that if the provision is to require named small businesses to participate in the fee structure, that this provision be removed to allow more flexibility to potential Prime Contractor to manage their programmatic risks and thus encourage them to name small business participation directly in the proposals.

Response:

Please see response to question 11.

Section H, Attachment or Provision/Clause No.

Question No. 257 (Code 336)

In Section H, page H-8 (2), Service Credit Dates the language should match that which you have in H.15 (b), wherein time spent at another DOE Site can count - such as time spent at the INEEL working for NRF. Somehow the NRF time has not been accepted by Bechtel and Argonne and it is discriminatory. Any decisions for length of service for vacation time should follow the Service Contract Act of 1965 (Reg . 29 CFR 4.173)for vacation for similar work at the same federal facility (INEEL). Therefore, I am requesting that the time spent with any prime contractor, either DOE or DOD, at the INEEL shall count towards all benefits for the INL including service credit dates, severance pay, vacation and etc..

Response:

Paragraph H.15(b) applies only to Key Personnel. By regulation, the Service Contract Act does not apply to M&O contracts.

Section J, Attachment or Provision/Clause No. N

Question No. 260 (Code 367)

Depending on which contract they end up in, a requirement to manage the NRC Licensed ISFSIs (TMI & FSV) in accordance with their Licenses SNM-2504 and SNM-2508 needs to be added. NE-ID is the license holder for the ISFSIs

Response:

Comment noted. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section H, Attachment or Provision/Clause No.

Question No. 261 (Code 389)

This draft proposal is silent with respect to requiring the offerers to utilize the Government-Industry Data Exchange Program (GIDEP). Recommend the following be added to Section H, Special Contract Requirements:

GIDEP PROGRAM

A. The contractor shall participate in the Government-Industry Data Exchange Program (GIDEP) under the latest revision of GIDEP Requirements Guide, NAVSEA S0300-BU-GYD-010. GIDEP is an invaluable tool in the government's war against inefficiency, and is limited to participating activities. GIDEP will retain and provide data and/or reports provided in compliance with this contract on a privileged basis. Compliance with the provisions of this clause shall not relieve the contractor from complying with other provisions of the contract.

B. The contractor agrees to insert paragraph A. of this clause in any subcontract hereunder exceeding \$500,000. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

C. Information regarding GIDEP can be found at <http://www.gidep.org>, or by calling the GIDEP Operations Center at (909) 273-4677.

Response:

GIDEP is not applicable to DOE M&O contracts.

Section Z-General, Attachment or Provision/Clause No.

Question No. 262 (Code 419)

1. The contribution of regional universities should be continued and strengthened, to enhance INL's research and development capability, and to enable DOE to attract world-class scientists and engineers.
2. Contractor support of economic development and diversification should be continued; it ensures a viable workforce, diversifies the economies of historically DOE-dependent communities, and builds statewide support.
3. Provide incentives for successful transfer of technologies to help local, regional and national economies, and leverage the use of taxpayer investments in DOE research.
4. To attract and keep world-class scientists and engineers, programs must be consistently funded, university facilities available for post-doctoral research, and LDRD funding enhanced to give these valuable people the opportunity to do work that benefits the Laboratory and the nation.
5. Nuclear energy research and development must be funded from the beginning of the contract.

Response:

Comments noted. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section C, Attachment or Provision/Clause No. 1

Question No. 266 (Code 427)

Suggest rewording as follows: “Organizational Conflict of Interest (OCI) and foreign ownership, control, or influence (FOCI) concerns are important and may be addressed at various times during contract performance. OCI and FOCI requirements are described in Section I and K of the contract.” See our comments regarding page M1 for clarification.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 1

Question No. 267 (Code 428)

To make it clear to the bidders and the community the RFP needs to provide what the standard or reference is. Such as pointing out other institutions (both domestic and foreign) that DOE’s believes has world-class nuclear capabilities present. Or at minimum state what capabilities they are interested in NGNP, fast test reactor, space reactor test facility, etc.

Response:

Comment Noted. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 3

Question No. 268 (Code 429)

The _____ sees much of the Generation IV reactor technology assigned to other national laboratories as ‘lead’. How can the bidders be expected to “lead” the Generation IV effort if other national laboratories are stakeholders in overall effort. The RFP needs to state how it will empower the new contractor to be the “lead laboratory” for Generation IV efforts at all the national laboratories.

Response:

Section C, Attachment or Provision/Clause No. 2.1

Question No. 269 (Code 430)

2.1.A.5 (page C-4) To make these requirements more attainable in a 5 year contracting period, recommend the following changes:

- “a. Establishing accredited nuclear technology programs at the INL using Idaho Universities. This will facilitate the training of nuclear engineers, scientists, and technicians and establish the INL as the major U.S. center of advanced nuclear engineering learning.
- b. Developing relationships with all Universities with nuclear engineering programs to establish a strong network of science and engineering education programs at all levels with a goal of making INL a world-leading center supporting nuclear education at the baccalaureate, masters, and doctorate levels.” These changes to a. and b. would provide an achievable and more effective revitalization of nuclear engineering education.

Response:

See response to Question 99.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section C, Attachment or Provision/Clause No. 2.1

Question No. 270 (Code 431)

2.1.A.9 (page C-5) Change to read: 9. Provide development and testing support for advanced space reactor and radioisotope power systems with emphasis on using existing infrastructure (avoiding additional capital costs).

Response:

Comment Noted. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 2.1

Question No. 271 (Code 432)

2.1.A.11 (page C-5) Add another requirement to prevent conflict of interest issues that the current contractor has which limit support listed in a. and b. Suggest add third requirement “c. Contractor’s other work will not present a conflict to carry out requirements a) and b).”

Response:

Comment Noted. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 2.1

Question No. 272 (Code 433)

2.1.A.11 (page C-5) Add another requirement to prevent conflict of interest issues that the current contractor has which limit support listed in a. and b. Suggest add third requirement “c. Contractor’s other work will not present a conflict to carry out requirements a) and b).”

Response:

See response to Question 271.

Section C, Attachment or Provision/Clause No. 2.1

Question No. 273 (Code 434)

2.1.A.12 (page C-5) Change to read “12. Support other government programs (Naval Reactors, Homeland Security, DARPA, all DOE offices, and Federal departments and agencies.)

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 2.1

Question No. 275 (Code 436)

2.1B.2.b (page C-6) Should read as follows to capitalize on previous taxpayer expenditures: “2.b. Utilizing the INL’s test bed infrastructure, such as site-wide electrical distribution, communications, cyber-security and other infrastructures to provide real word testing capabilities aimed at analyzing threats to, or vulnerabilities in, infrastructure systems.”

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section C, Attachment or Provision/Clause No. 2.2

Question No. 276 (Code 437)

2.2.3 (page C-7) Comment: Footprint reduction should apply to the ICP portion of the RFP. If the vision is to grow and become a pre-eminent nuclear laboratory, emphasis on using, and improving current infrastructure will provide the DOE and Offeror creative ways to provide stewardship for previous taxpayer expenditures. Change statement to read “2. Systematically evaluate and reduce the cost of providing mission infrastructure by better utilizing existing facilities and selectively razing unneeded infrastructure.”

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 2.2

Question No. 277 (Code 438)

2.2.3 (page C-7) Comment: This is the only part of the RFP where a new fast test reactor is mentioned. Since the DOE has never built a reactor, starting and completing a small fast test reactor would seem an easier, more logical stepping stone to completing the NGNP. The bidders need to know more about the DOE desires and plans to build a fast test reactor.

Response:

Comment noted.

Section C, Attachment or Provision/Clause No. 2.3

Question No. 278 (Code 439)

2.3.2 (page C-8) Comment: This statement infers the current and past contractors have no methodologies to resolve financial and budget issues. If this is true this infers DOE-ID audit team is not doing its job. Also demanding a bidder to ‘provide’ a new system costs taxpayers more money as new systems are put in place. Suggest change the wording to: “2. Improve systems and methodologies (as needed) to identify and resolve financial, budgetary, and program risks and to establish priorities.”

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 2.3

Question No. 279 (Code 440)

2.3.C.3 (page C-9) Comment: The end of the sentence is not realistic. Changes affect work; sometimes negatively. Recommend it read; “3. The contractor shall resolve wage, benefit, working conditions, and employee representation issues fairly and legally.”

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section C, Attachment or Provision/Clause No. 2.4

Question No. 280 (Code 441)

2.4.A.2 (page C-10) The ICP portion of the RFP is focused on waste treatment strategies. Having the ‘pre-eminent nuclear’ laboratory focus/worry about treatment will detract from the mission. Re-word the requirement as follows: “2. Safely manage waste, including storage, and disposal of hazardous, mixed and radioactive wastes. Working with ICP for treatment is encouraged.”

Response:

Comment Noted. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 2.5

Question No. 282 (Code 443)

2.5.A.4 (page C-12) Add another requirement to read as follows: “5. Consolidation needs to occur rapidly by grouping like organizations together.” For example, have the Reactor Physics Groups for the organizations coalesce in the EROB building whereas the Materials Groups could move to the facility formerly called ANL-W. The integration of humans in the same space is the only way to successfully integrate the two cultures into a common direction. The bidder should be given a blank page to provide their vision/expertise on how consolidation could be done. This could be an excellent discrimination factor between bidders.

Response:

Comment Noted. The final RFP will reflect our determination.

Section E, Attachment or Provision/Clause No. 5

Question No. 283 (Code 444)

E.5 (page E-2) For non-nuclear facilities and activities suggest the quality standard be geared toward current industry quality standards such as ISO9000 or Six Sigma improvement. This QA approach will allow experienced commercial bidders to bring their expertise to bear on the contract.

Response:

Comment noted. The final RFP will reflect our determination.

Section F, Attachment or Provision/Clause No. 1

Question No. 284 (Code 445)

F.1.a (page F-1) The building of a pre-eminent nuclear laboratory with a ten-year vision should also include a ten-year contract award. Only with a much longer contract can DOE benefit and meet other contract requirements such as attracting top quality personnel who will establish permanent residences in Idaho. Failure by DOE to extend the past two contract awards past the five-year mark underscores a shorter term vision in the past. That vision has been swept away with a new goal, which has been clearly defined for America’s future and our engagement and leadership among the nations of the world. If the DOE wants a ten-year vision it must provide the bidder a ten-year planning horizon. There are enough provisions in this contract for termination. We strongly recommend the following change “(a) The term of Contract is from the award date through Sept 30, 2014, unless terminated sooner in accordance with the provisions of this contract.”

Response:

Comment noted. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section F, Attachment or Provision/Clause No. 1

Question No. 285 (Code 446)

F.1.d (page F-1) Again, if DOE's intent is to have a long term contract with a world-class laboratory contractor to establish a preeminent nuclear research facility in ten years, then the contract award date needs to be extended to 2014. If the contract is not changed to a ten-year award, please strike the previous wording that notes intent to have a long-term contract.

Response:

We will be taking comment under advisement. Final RFP will reflect our determination.

Section H, Attachment or Provision/Clause No. 4

Question No. 286 (Code 447)

H.4.9 (page H-2) The entire section H.4 regarding contractor assurance system seems to imply that previous and current contractors had no such system with statements like, "a method", "a process for defining..", "implementation." We encourage wording the section with such statements as "Evaluate current practices and improve as needed." Or "Define which current INEEL and ANL systems will be used for bidder's assurance system and what new systems will be implemented." This type of contract wording will get a better return on previous taxpayer money using systems like VPP, ISM with which the employees are already fluent. Again, changing everything will delay DOE's long-range vision for INL.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section H, Attachment or Provision/Clause No. 5

Question No. 287 (Code 448)

H.5.d (page H-2) We agree with this approach towards DOE Directives and would like to see strong language showing DOE-ID support. Suggested additional sentence to this paragraph: "(d). The Laboratory Director will submit these alternatives to DOE-ID manager directly who will commit to prompt (30 working days) reply or action as to whether the DOE Directive can be changed." This will allow the newly awarded bidder efficient feedback to see if their vision of proposing alternatives is going to work.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section H, Attachment or Provision/Clause No. 11

Question No. 288 (Code 449)

H.11.a (page H-4) We support all three provisions to sections H.11 Public Communications. We also suggest the following additional requirement. "(d) The Contractor shall provide paid work time to trained technical employees to support dissemination of the communications developed in (a) and (b) and to inform key Idaho audiences in order to create wide public support."

Comment: The past two contractors' speakers' bureaus for technical people have not been funded at the corporate or DOE level. Therefore technical staff either had to use project money or their personal time off to provide information to the community. Although public speaking on behalf of the INL on personal time is a commendable activity, a better-coordinated and more supported effort should be executed to meet DOE public communications requirements. To our technical professionals this looks like another unfunded mandate.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section H, Attachment or Provision/Clause No. 12

Question No. 289 (Code 450)

H.12 (page H-5) Having the contractor “design, develop, ... systems” to take care of standard records implies that the current and previous contractor systems do and did not work. Suggest the wording be changed to: “The Contractor shall either adopt the current systems or provide systems of records on individuals to accomplish an agency function pursuant to the Section 1 clause entitled Privacy Act. The Contractor can design, or develop new systems if it will provide significant and measurable cost savings.”

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section H, Attachment or Provision/Clause No. 23

Question No. 290 (Code 451)

H.23 (page H-14) We agree with the provision in H.23. We suggest different wording, order, and simplification that better agree with Project Management for research. Please use the following: “(a) Definition of work scope with a resource-loaded schedule. (b) Work authorization. (c) Variance based performance assessment. (d) Change management. (e) Closeout reporting. “

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section H, Attachment or Provision/Clause No. 27

Question No. 291 (Code 452)

H.27 (page H-15) Pursuing a national policy goal, such as creating an energy suite supported by revitalized nuclear energy, requires careful monitoring of policy developments, as well as significant and extensive communications with the DOE customer at all levels. If the bidder already has a corporate office in the Washington, D.C. area a small fraction of these expenses should be allowed without prior approval of the Contracting officer. This type of expense will, in the end, save taxpayer money and improve INL productivity by mitigating the endless trips by Contractor Officers and technical staff to defend or garner research dollars by needing to have a presence in the DC area.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section I, Attachment or Provision/Clause No. 4

Question No. 292 (Code 453)

I.4.2 (page I-7) To better conserve tax payer funds and offer a realistic cost-effective plan change the provision to read as follows: “(2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.02 microcuries per gram or the activity per item equals or exceeds 0.1 microcuries.”

Response:

The referenced language is expressly stated in the acquisition regulations. It is not our intent to deviate from the use of that language.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section I, Attachment or Provision/Clause No. 21

Question No. 293 (Code 454)

I.21.b (page I-32) Most research projects manage to a 10% variance. If DOE desires the Contractor to have innovative and creative leadership they need the ability to have more flexibility with overtime usage. We suggest half of what the project variance is. Please change this statement to read: “(b) The contractor shall notify the contracting officer when in any given year it is likely that overtime usage as a percentage of payroll may exceed 5%.”

Response:

The referenced language is expressly stated in the acquisition regulations. It is not our intent to deviate from the use of that language.

Section I, Attachment or Provision/Clause No. 21

Question No. 294 (Code 455)

I.21.b (page I-32) Most research projects manage to a 10% variance. If DOE desires the Contractor to have innovative and creative leadership they need the ability to have more flexibility with overtime usage. We suggest half of what the project variance is. Please change this statement to read: “(b) The contractor shall notify the contracting officer when in any given year it is likely that overtime usage as a percentage of payroll may exceed 5%.”

Response:

The referenced language is expressly stated in the acquisition regulations. It is not our intent to deviate from the use of that language.

Section I, Attachment or Provision/Clause No. 22

Question No. 296 (Code 458)

I.22.6 (page I-33) With regard to bus service maintenance, the program should be run with current industrial practices, instead of on the status of a Level 1 Nuclear Submarine Repair shop. This will allow a more cost effective bus service, while providing for the safe and economical transportation to INL employees.

Response:

Comment noted. The final RFP will reflect our determination.

Section I, Attachment or Provision/Clause No. 22

Question No. 297 (Code 459)

I.22.c.5.f (page I-34) Having the clause “...assist the DOE in complying with..” muddles the DOE contractor relationship. The DOE is the enforcer, auditor, and oversight to ensure applicable laws are followed. Strongly recommend the following rewording “(f) The contractor shall comply with ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract entitled ‘Laws, Regulations, and DOE Directives’.”

Response:

The referenced language is expressly stated in Department of Energy Acquisition Regulation 970.5223-1(f). It is not our intent to deviate from the use of that language.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

**Section C, Attachment or Provision/Clause No. 2.1
Question No. 298 (Code 461)**

Overall, _____ believes that the vision and mission contained within the DRAFT RFP SOW are very good, but there are a few concerns and comments related to the overall educational mission, undergraduate and graduate education, and research. Specifically,

Overall educational mission

The educational objective within the overall mission of the INL should be enhanced and it should involve the entire nuclear engineering academic community, rather than only those few institutions that would be involved in the INL management and operations consortium.

Undergraduate education

Enhancing and improving the undergraduate nuclear science and engineering (NS&E) disciplines should be a major emphasis of the INL. One activity that would enable this is a Nuclear Power Summer School for faculty and students.

Graduate education

The INL should enhance the graduate student pipeline to maintain the future health of the NS&E disciplines. The INL should institute the historical AEC model for doctoral fellowships and masters traineeships in nuclear science and engineering from a range of undergraduate disciplines to promote technical diversity and interdisciplinary activities.

Research

The INL must enhance research discoveries in nuclear science and engineering through collaborative research programs that involve both university nuclear engineering and health physics faculty and the INL nuclear science and engineering research staff.

One mechanism to enable this would be to jointly fund faculty positions in those areas where both INL and the university nuclear engineering programs have common interests.

Another enabling item would be to develop a program to recruit/retain young faculty in nuclear science and engineering. This would include a junior faculty young investigators program for new assistant professors in nuclear systems engineering patterned after the NSF PYI award or the Young Investigator Awards from the DOE Office of Science or the DOD, ONR or AFOSR.

A third approach would be to integrate (including remote access) and support unique research facilities that exist at the INL and at the universities with nuclear engineering programs (e.g., INIE resources).

A fourth would institute a LDRD INL/University Program for university research organized in a manner that allows for high-risk research initiatives that are supportive of the INL research agenda.

Response:

Comment noted. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section I, Attachment or Provision/Clause No. 37

Question No. 299 (Code 462)

I.37.b.5.i.C (page I-74) We agree with the three provisions for inventions and suggest adding a fourth: “(D) Advanced nuclear fuel cycle reprocessing or separations technologies.”

Response:

Comment noted. The final RFP will reflect our determination.

Section I, Attachment or Provision/Clause No. 55

Question No. 300 (Code 464)

I.55.i.2.i (page I-108) To minimize expense and increase contractor productivity the DOE should provide a dollar amount the contractor should inventory. The inclusive word ‘all’ could result in undue resources committed to this effort and not focused on the vision. We suggest; “(i)(2)(i) Unless otherwise directed by the contracting officer, the contractor shall within six months after execution of the contract provide a baseline inventory covering all items of Gov’t property with a present market value above \$10,000.”

Response:

The referenced language is expressly stated in the acquisition regulations. It is not our intent to deviate from the use of that language.

Section I, Attachment or Provision/Clause No. 1

Question No. 302 (Code 467)

I.1 (page I-1 - comment on contracting) It is recommended that Section I be revised by the Contracting Officer to include guidance that would make this additional COI requirement clear to potential offerors (as authorized in DEAR 909.507-2, referenced in M.1, Background). An offeror with the potential for an apparent COI anywhere in the INL work scope should be encouraged to contact the affected government agency (such as the NRC) and determine if the problem indeed exists and what would constitute an acceptable resolution. This agreement could then be included or referenced in the INL proposal to the DOE by the offeror.

Also, Paragraph (b)(1)(i) of DEAR 952.209-72 contains a blank yet to be filled in by the Contracting Officer.]

Response:

Please refer to Section K.16 “Organizational Conflicts of Interest” for OCI requirements. DEAR clause referenced above will be provided in full text and the blank will be filled in.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section C, Attachment or Provision/Clause No. 2.3

Question No. 303 (Code 468)

Comments on the Idaho National Laboratory (INL)

Overall, _____ believes that the vision and mission contained within the DRAFT RFP SOW are very good, but there are a few concerns and comments related to the management of the INL.

Specifically,

Within the RFP DOE should specifically charge INL with developing programs and activities that meaningfully involve and capitalize on the strengths of other parties within the nation's nuclear energy infrastructure. This would specifically involve the inclusion of academia, other national labs, and industry in INL's assigned role as leader of the Gen IV R&D + demonstration efforts.

The following elements should be incorporated into the INL management structure to assure an appropriate level of university input into laboratory planning:

- Establish an Associate Laboratory Director for University Relations
- Establish positions for University representation on the INL Board of Directors
- Establish a process for University representation on INL technical advisory committees
- Establish special arrangements and considerations in contracting between the INL and universities.

The length of the contract (5 years) is not conducive to encouraging a commitment to long-term vision in nuclear technology R&D and could actually be detrimental to such a vision. A 10 year contract length is encouraged.

Response:

We are taking these comments under advisement. The final RFP will reflect our determination.

Section J, Attachment or Provision/Clause No. E

Question No. 304 (Code 469)

J-E (page J-Ei) We previously commented above on the DOE focus of D&D of useless facilities to decrease laboratory footprint. We also request the DOE allow the Bidders to provide innovative solutions for keeping specific buildings (thus removing them from the list), for future experimental uses. For example, keeping the LOFT containment building (not supporting structures) could be used for space reactor testing, national defense research, or home for the fast test reactor.

Response:

Comment note. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section C, Attachment or Provision/Clause No. 2.1

Question No. 305 (Code 470)

Comments on the Idaho National Laboratory (INL)

Overall, _____ believes that the vision and mission contained within the DRAFT RFP SOW are very good, but there are a few concerns and comments related to outreach to the K-12 community and the general public. Specifically,

Outreach (general public and K-12)

The INL must enhance the national activities in communication and outreach in NS&E to identify the broad benefits of nuclear science and engineering. The university nuclear engineering programs should be involved to work with the INL to develop innovative approaches to outreach and pre-college education.

Response:

Comment noted. The final RFP will reflect our determination.

Section J, Attachment or Provision/Clause No. O

Question No. 306 (Code 471)

J-O Note 1b. (page J-0-2) We agree with the subnotes a. and b. and would like to add a third subnote, more strongly worded as follows: “c. All ANL employees who have current residences in Idaho will become INL (and its contractor’s) employees after the contract change.” A new culture at the INL requires a consolidation of the team and only by combining the strength and assets of both laboratory staffs can a stronger team emerge.

Response:

Comment noted. The final RFP will reflect our determination.

Section J, Attachment or Provision/Clause No. P

Question No. 307 (Code 472)

J-P Radioactive Waste (page J-P1) This seems an unnecessary burden and redundancy by the part of the government to require the INL to develop an alternative disposal capacity (off-site). We suggest that INL and ICP work together, share the disposal capability until 2011 or until the ICP is completed.

Response:

Comment noted. The final RFP will reflect our determination.

Section L, Attachment or Provision/Clause No. 5

Question No. 308 (Code 473)

L.5.d.6 (page L-6) We suggest the DOE add three more describing attributes of the bidders such as: “(7) Explain how project goals were promulgated/communicated to employees and stakeholders, and how those goals were met.

(8) Explain experience in merging organizations to meet common project objectives.”

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section L, Attachment or Provision/Clause No. 5

Question No. 309 (Code 474)

L.5.e.2 (page L-6) To emphasize how the bidders can improve existing systems rather than replace everything reword as follows: “(e)(2) What the Offeror did to maintain continuity of operations, program execution, and achieve greater program focus during the transformation by using, improving or replacing existing systems.”

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section M, Attachment or Provision/Clause No. 3

Question No. 310 (Code 475)

Comments on the Idaho National Laboratory (INL)

Overall, _____ believes that the vision and mission contained within the DRAFT RFP SOW are very good, but there are a few concerns and comments related to proposal scoring. Specifically,

Even though the vision expressed in the RFP is good, there is concern that it may be difficult to accomplish since some of the details of the RFP and the associated proposal scoring process are not necessarily in line with the stated vision. Specifically, the Technical Program Elements that will be submitted need to be considered (weighted) more heavily than the project management and business aspects of the proposals. More specifically, there is concern that no scoring or points are provided for the ability to provide/manage/encourage/create an atmosphere for scientific inquiry. In addition, such an atmosphere can only be nurtured if the new INL is clearly allied with the academic communities it will serve and be supported by. There appears to be no scoring or criteria to score affiliations with the university community or the nuclear science and engineering community in particular.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section Z-General, Attachment or Provision/Clause No.

Question No. 311 (Code 476)

Comments on the Idaho National Laboratory (INL)

Proposal scoring

Even though the vision expressed in the RFP is good, there is concern that it may be difficult to accomplish since some of the details of the RFP and the associated proposal scoring process are not necessarily in line with the stated vision. Specifically, the Technical Program Elements that will be submitted need to be considered (weighted) more heavily than the project management and business aspects of the proposals. More specifically, there is concern that no scoring or points are provided for the ability to provide/manage/encourage/create an atmosphere for scientific inquiry. In addition, such an atmosphere can only be nurtured if the new INL is clearly allied with the academic communities it will serve and be supported by. There appears to be no scoring or criteria to score affiliations with the university community or the nuclear science and engineering community in particular.

Response:

See response to 310.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section L, Attachment or Provision/Clause No. 6

Question No. 312 (Code 477)

L.6.a.3 (page L-7) Establishing a \$50 million per year threshold for science and technology projects appears to be overly burdensome and restrictive of competition for this RFP. This observation seems particularly appropriate given that few, if any, current awards reach this level annually. For example, compare this to the present day scales of INEEL and ANL nuclear engineering research projects. Many qualified bidders may not be able to demonstrate this threshold. Recommend the threshold be lowered in the interests of broader competition to \$25 million and increasing the window of past performance from 5 to 10 years since that's when much of the large nuclear R&D projects were carried out. Further, by broadening of the definition to include nuclear science, engineering, technology and technology development would increase the competitive field.

We support DOE's goal to instill more "academia" in the new INL. Given this goal, the \$50 million per year threshold should be waived as a Criterion for a university team member. There are other metrics that the academia team member should be judged. This will provided incentives for bidders to come up with innovative teams members, especially universities in our own state.

Response:

Please see response to Question 220.

Section L, Attachment or Provision/Clause No. 8

Question No. 313 (Code 478)

L.8.b (page L-9) We support this requirement and would like to see an additional requirement regarding the Fast Test Reactor.

Response:

Comment noted. The final RFP will reflect our determination.

Section L, Attachment or Provision/Clause No. 8

Question No. 314 (Code 479)

L.8.c (page L-9) Need to require the bidder to provide a 'moving plan' for integrating BBWI and ANL-W resources.

Response:

Comment noted. The final RFP will reflect our determination.

Section L, Attachment or Provision/Clause No. 8

Question No. 315 (Code 480)

L.8.h.1 (page L-10) This strong statement implies to the taxpayer/bidder that current and past contractors were not cost effective, inferring to the reader that DOE-ID was not minding the 'house.' We suggest de-emphasizing the quantifiable cost savings and emphasize how the bidder will be a steward of two national jewels, INEEL and ANL-W, in merging them into the preeminent national nuclear laboratory, the INL.

Response:

Comment noted. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section L, Attachment or Provision/Clause No. 9

Question No. 316 (Code 481)

L.9.c.1 (page L-12) Add another requirement of oral presentation with wording as follows; “(v) Their vision to merge ANL-W and INEEL cultures into a well-regarded scientific organization.”

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section L, Attachment or Provision/Clause No. 11

Question No. 317 (Code 482)

L.11.a.4 (page L-15) We feel that with a five-year contact, requiring the bidder to provide ‘permanent’ residence in ID is unrealistic. The past two INEEL contractor’s top leadership did not have ‘permanent’ residence in ID and still maintained residences in other states. Unless the contract award period is extended to ten years (see our previous comments on this subject), we recommend striking the word “permanent” from this clause.

Response:

Section L, Attachment or Provision/Clause No. 11

Question No. 318 (Code 483)

L.11.c (page L-15) Most of us support the concept of an award fee. The listed fee award schedule does not seem to provide the best incentive for continuing and increasing excellence. We suggest keeping the total dollar amount awarded over the ten years the same, but, have the awards graduated with increasing amounts as the years increase. For example, in years 1-3, have the award amount significantly lower, and in years 8-10 have the award amount significantly higher. This type of ‘carrot’ will provide longer-term motivation to the bidder to believe in and plan for the 10-year vision that the DOE has stated.

Response:

Comment noted. Final performance incentives and distribution of fee will be negotiated between the selected contractor and DOE after award of contract.

Section L, Attachment or Provision/Clause No.

Question No. 319 (Code 484)

L Appendix 1 - List of Key Personnel (page L-27) We agree with these key personnel positions and titles. We suggest two more key personnel positions be added to this list to ensure the DOE 10-year vision is attained. These positions are: Fast Test Reactor Program Manager, and Manager of Technical Integration (to ensure an orderly combination of INEEL and ANL technical skills into INL).

Response:

Comment noted. The final RFP will reflect our determination.

Section L, Attachment or Provision/Clause No.

Question No. 320 (Code 485)

L Appendix 2 (page L-28) Change “Articles Published” to “Relevant Publications”

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section L, Attachment or Provision/Clause No.

Question No. 321 (Code 486)

L Appendix 5 (page L-34) We agree to the concept of Small Business Subcontracting; this is how the technology corridor of Eastern Idaho has grown. We suggest statement 1. be changed to read; “1. Provide a systematic and scheduled plan of total dollars to be subcontracted each year of the contract.” To make an orderly transition the changes to subcontracting should start slowly. Then there can be a continuous and increasing effort over the contract award. Words should also be added to work with the Idaho’s State Office of Science and Technology to explore different options.

Response:

Comment noted. The final RFP will reflect our determination.

Section M, Attachment or Provision/Clause No. 1

Question No. 322 (Code 487)

M.1 (page M-1) Suggested change: Reference to Section K.16 in M.1 should be to K.17. Suggest that Section I be added here, as in Section C.1.

Note: DEAR 909.1 addresses “Contractor Qualifications,” and Section 909.507-2, “Contract Clause,” gives the condition for imposing the requirements of “48 CFR 952.209-72,” and paragraph (a)(2) authorizes contracting officers to “...make appropriate modifications where necessary to address the potential for organizational conflicts of interest in individual contracts.”]

Response:

Agree that reference to K.16 in Section M.1 should be K.17. DOE will also revise an erroneous reference to K.15 in that same paragraph in M.1 (reference should be to K.16).

Section M, Attachment or Provision/Clause No. 3

Question No. 323 (Code 488)

M.3 (page M-2) We do not agree with the grading points. We suggest the following changes: Add 7. Innovative uses of current infrastructure 100 points. Decrease 5. Key personnel from 325 points to 200 points.

Past history shows the contractors use some Key Personnel to win the contract, but after the award they soon drift to “corporate opportunities” they can’t pass up. If the contract is changed to a 10-year award then we think Key Personnel should have a higher rating since the bidder and the individual are more likely to be serious in committing for 10 years (rather than taking a “2- to 3-year tour” in the remote outback of Idaho). Change “Past Performance” to read “Demonstrated Successful Scientific R&D” from 50 to 75 points.

Response:

Comment noted. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section Z-General, Attachment or Provision/Clause No.

Question No. 324 (Code 489)

1 of 7 General Comments :

1. The new laboratory management contractor team must have demonstrated expertise and outstanding reputation in international-class R&D&D.

Apparently, the last several Idaho contractors have been chosen for different reasons. Indeed, the draft RFP stresses business experience, rather than what is most needed –R&D&D experience. The new INL needs managers that have a research vision, show significant demonstrated research accomplishments, can inspire lab personnel, and reach for greatness.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section None Selecte, Attachment or Provision/Clause No.

Question No. 325 (Code 490)

2 of 7 General Comments:

2. The new contract should have a default time period of ten years, not five years.

The contract should be renewable for a second ten years. We agree with the Idaho Congressional delegation that five years is too short; management should have in sight a long vision residing on a distant horizon to permit flexibility and accommodate unfolding technology. Five-year contractor cycles have proven to be disruptive with management spending much of a five-year time period getting organized and then preparing for the next contract bid. DOE can always terminate a contract early if the contractor is performing poorly.

IANS strongly supports the DOE vision “that within 10 years, INL will become the preeminent nuclear R&D institution in the U.S.” Unfortunately the limitations in the draft create unacceptable risk as the bidder is told to plan for a contract of five years, that might be extended to ten years through "options." In the RFP there is even reference to the Blue Ribbon Commission, which recommended up to a 20-year award.

IANS endorses a longer-term contact, which is the only way that a contractor is going to deliver a successful effort to develop and advance a world-class national laboratory with a sustainable future. A five-year contract term has proven ineffective, delivering a decreased return on investment to taxpayers and the nation. This conflict in vision and contract length indicates that the DOE has not carefully considered the lessons of the recent past or calculated the risk of what it takes to put together a great national lab.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section Z-General, Attachment or Provision/Clause No.

Question No. 326 (Code 491)

3 of 7 General Comments:

3. Do not hamper the revitalized lab by letting DOE-EM tear down facilities, for example facilities at INTEC, or the TAN hot cells that could support AFCI or space nuclear applications, respectively. DOE-EM cleanup should be driven by true risk reduction to the public, not a desire to tear down low-risk buildings and facilities.

The closure programs must be executed in a manner that does not prematurely close facilities because only near-term drivers have been considered.

Per the RFP INL programs need to support the following mission areas:

- (1) Advanced nuclear energy technologies,
- (2) National security technology,
- (3) Advanced technology services and support, and,
- (4) Basic scientific research to support DOE missions.

The tasks related to these missions require, and can only be achieved, with experienced personnel and a basic set of facilities. This is particularly important for very costly “second-generation” nuclear facilities like those at INTEC. These facilities were designed to meet the “defense in depth” design philosophy and have significant remaining life. They are also in a post cold war transition mode, i.e., current programs are being phased out and new programs have yet to be defined. Forcing closure of these resources without considering longer term programmatic needs is short sided and poor use of past taxpayer expenditures.

For example, nuclear materials management issues across the DOE complex are shifting from large-scale throughput, single purpose processing facilities (e.g., H-Canyon at Savannah River) to small-scale multipurpose treatment hot cells. Our facilities like the FDP Cell at INTEC can easily meet this type of programmatic need.

Other facilities like the FPR also have a potential role to play in nuclear materials management. Closure of this facility would not reduce much cost and/or risk because it is not contaminated and has minimal cost to function as a warehouse, e.g., its already in the “dark and dry” standby state with minimal ventilation. Potential use of these existing facilities has been shown to be feasible and initial results indicate significant savings of time and money are possible. Funding must be vigorously pursued beginning in FY 2005 to better understand the potential programmatic uses for these facilities and for revitalization. The new and upgraded facilities and equipment will play a key role in attracting and maintaining a world-class technical workforce and equipping them to accomplish the Laboratory’s missions effectively.

Response:

Comment noted.

Section Z-General, Attachment or Provision/Clause No.

Question No. 327 (Code 492)

Comment Deleted - Duplicated comment - See Question # 325.

Response:

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section Z-General, Attachment or Provision/Clause No.

Question No. 328 (Code 493)

4 of 7 General Comments:

4. The new contractor management team should earn trust with the local, regional, and state population.

Operating current facilities like ATR and planning new nuclear facilities requires earning the trust of the public. We need a contractor management team that has earned an excellent reputation for honesty and two-way dialogue with the public. The rebirth of nuclear power in the U.S. requires the utmost integrity and trust. This is all the more important because the INEEL is being split into INL and ICP; ICP's performance may well dominate headlines. There is no reason to believe that public distrust of ICP would be compatible with public trust of INL.

Response:

Comment noted.

Section Z-General, Attachment or Provision/Clause No.

Question No. 329 (Code 494)

5 of 7 General Comments:

5. The INL must have a healthy Laboratory Directed R&D (LDRD) program, funded at the 6% since the split reduces the LDRD funding pool.

We again agree with the Idaho Congressional delegation that the LDRD program is critical to make the INL a preeminent laboratory. The decision to create a division between INL and ICP requires a smooth transition. Part of that transition is keeping the LDRD program over the \$20M/year level.

Response:

Comment noted. See response to Questions 170 and 171.

Section Z-General, Attachment or Provision/Clause No.

Question No. 330 (Code 495)

6 of 7 General Comments:

6. The new INL and ICP contractors should be required to coordinate their critical decisions and public engagement with each other and DOE.

The INL and ICP are linked via facilities, public perceptions, and funding. Stovepipe management approaches in BBWI and LMITCO were bad enough, but stovepipe thinking among the split contractors (INL, ICP, AMWTF) would invite ineffectiveness, reduced respect at several levels, and quite possibly a disaster.

Response:

Comment noted.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section None Selecte, Attachment or Provision/Clause No.

Question No. 331 (Code 497)

7 of 7 General Comments:

7. Concerning INEEL's reprocessing wastes, prospective bidders need a detailed RFP and supporting documents so that the INEEL's reprocessing waste can be rendered "road ready" in a timely manner.

The RFP does not define what constitutes "appropriate treatment" for either calcine or the remaining sodium-bearing liquid waste (SBW). The "Final HLW Environmental Impact Statement" (2002) to which potential bidders are referred for guidance is vague. Bidders are being asked to risk both their money and reputations on the federal government convincing stakeholders that INEEL's reprocessing waste doesn't deserve the same treatment accorded equally radioactive wastes at other DOE sites. The government has spent several million dollars "improving" the only technology that produces a waste form consistent with today's rules and stakeholder expectations - vitrification.

The most conservative approach concerning SBW is to vitrify it into a glass waste form since most stakeholders and independent reviewers view vitrification as "best demonstrated available technology" (as do the courts). Glass making is a well-established technology. Other liquid wastes generated by INTEC's clean-up activities could also be treated in the same system (reducing taxpayer cost). SBW is simple to vitrify as it's comprised primarily of the glass forming or glass modifying elements. If the RFP specified a relatively small, commercially available, thin-film evaporator close-coupled with a commercially-available glass melter waste treatment could begin.

The ICP's second-priority reprocessing waste (calcine) is concerned, the most straightforward approach would be to vitrify it with same melter applied to its SBW. However, because: 1) there is roughly ten times as much calcine to be dealt with as SBW and, 2) a very good case could be developed for applying "hydroceramic" technology mentioned in INEEL's HLW Environmental Impact Statements, there are options for this waste form. The RFP needs to clearly state for the bidders what emphasis and options should be focus so that progress can be made.

Response:

This comment applkies to the ICP contract and has been forwarded to the ICP SEB for resolution.

Section Z-General, Attachment or Provision/Clause No.

Question No. 333 (Code 500)

This RFP should be offered as a minimum ten-year contract. A five-year committment is inadequate for the complexity of the goals and missions of the INEEL site.

Response:

We are taking comment under advisement. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section J, Attachment or Provision/Clause No. G

Question No. 334 (Code 501)

Comment- Why is Id Order 430.D not included as a List B requirement?

The list B DOE Directives are noticeably delinquent without including ID Order 430.D "Welding Practices and Activities at the INEEL". This order is the backbone of the INEEL Weld Program. DOE mandates the use of national consensus codes in the fabrication of pressure vessels, piping systems, and structural applications.

The INEEL Weld Program is based solely on national consensus codes ie. (ASME Boiler and Pressure Vessel Code and American Welding Society Structural Welding Codes). These national consensus codes require that each manufacturer/contractor have their own stand alone welding program. Including ID Order 430.D in the RFP is the only code compliant way the INEEL Weld Program's 300 plus welding procedure specifications and all the welder performance qualifications can be shared by the M&O contractor and subcontractors.

Without this order the INEEL Weld Program is not authorized for M&O contractor or subcontractor use.

Elimination of ID Order 430.D from the RFP requires the M&O contractor and all subcontractors to develop, train the personnel, and implement their own welding program which is very expensive.

Leaving this order off the list b requirements ensures small welding businesses will be precluded from INL work because they do not have their own program nor the personnel to manage it.

DOE Headquarters has recognized the INEEL Weld Program as being "Best in Class" for DOE Complex.

This RFP intends to throw the baby out with the bathwater. The INEEL Weld Program is the most cost-effective service provided at the INEEL. Less than 3 people provide this service to BBWI, BNFL, ANL-West and their subcontractors.

DOE-ID will be directly impacted for not including this order on the RFP. Welding activities at ATR, INTEC, and ANL-West will stop until alternate programs are developed by each contractor.

ATR's maintenance activities (ISI Plan) are based on this ID Order. No welding repairs, welding replacements or welding modifications can occur at ATR until an alternate program is adopted. This contract change will occur during the tailend of ATR's CIC outage. This is a large impact.

Spent Nuclear Fuel agreements with the NRC are based on the INEEL Weld Program. These would have to be revised and renegotiated.

The site R stamp program would also have to be changed.

Add ID-Order 430.D in the list B requirements enabling the operations of the INL to seamlessly flow forward.

Response:

Comment noted. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section F, Attachment or Provision/Clause No.

Question No. 335 (Code 502)

Due to my slow dial-up connection, I am having a hard time downloading the sections. I hope the section is right.

RE: Term of contract. Over the past 15 years INEEL contractors have shown a propensity to maximize profits by cutting benefits and personnel, I suspect largely due to the propensity for DOE-ID to not renew contracts.

No company should be expected to bid five years on a deliverable 15 years out. If energy problems could be resolved in a couple of years, there would be no need for government involvement at all.

Since Resolutions to energy problems cannot be immediately resolved, the government must have a long term approach and commitment, rather than the short sighted next quarter, next fiscal year myopic view that business has.

Make no mistake. The lack of an energy policy is our most pressing problem. Our children will wonder what in the world were we thinking when history shows that all of the warning signs were obvious and we ignored them.

Response:

We are taking comment under advisement. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section Z-General, Attachment or Provision/Clause No.

Question No. 336 (Code 558)

Letter Submitted to Department of Energy Idaho Operations Office: March 3, 2004. Comments on RFP DE-RP07-03ID14517 (and RFP DE-RP07-03ID14516).

PACE represents approximately 900 hourly employees affected by these RFPs through three collective bargaining agreements currently at INEEL.

1. PACE workers currently are employed at INEEL site wide sharing a common seniority list. With the adoption of two contracts, one for the INL (RFP DE-RP07-03ID14517) and the other for the ICP (RFP DE-RP07-03ID14516) and the likelihood of a different contractor for each, the transition of workers from a site wide operation into two contracts will have its challenges. Division of the workforce will be the first challenge through the hiring preferences in the RFPs. Another will be the movement of workers between contracts based on their seniority. As work winds down or work increases in either the ICP or INL contracts, workers laid-off with the requisite skills should have the opportunity to move from one contractor to the other based on their accrued seniority. This will require coordination between ICP and INL contractors. PACE urges the RFPs to include requirements directing the contractors to administer a process that would ensure worker movement from one contract to the other for at least one year from the award date of the contracts. The contractor should provide retaining and recertification for these crossover workers if necessary. This crossover procedure should give preference to current PACE workers based on site wide incumbent authority for seniority established in the current Collective Bargaining Agreements (CBA). Such procedure would assist in providing for a stabilized workforce and strengthen the economy in the area. The RFPs should direct this process in the "Labor Relations" sections of SECTION H of the RFPs with the following: "CONTRACTOR SHALL COORDINATE WITH THE ICP [INL] CONTRACTOR, AND THE PAPER, ALLIED-INDUSTRIAL, CHEMICAL AND ENERGY WORKERS TO BARGAIN AN AGREEMENT THAT ENSURES THE MOST SENIOR QUALIFIED INCUMBENT WORKERS HAVE PRIORITY FOR EMPLOYMENT IN EITHER CONTRACT INCLUDING NEW OR VACANT JOB OPENINGS".

2. PACE has entered into a Memorandum of Agreement (MOA) on May 6, 2003 titled "Project Subcontract Loaned BBWI-PACE represented employees" with the current contractor at INEEL for performing subcontracted work on a project-by-project basis. This MOA allows employees to be loaned to subcontractors performing Environmental Management (EM) or Nuclear Energy (NE) work without any interruption of benefits and wages and permits the employee to return to work with the prime contractor when the subcontractor's work is completed. PACE urges the continued implementation of this MOA and that the final RFPs include the requirement that the new contractors accept it in the CBA agreements with PACE. This MOA provides that when there is subcontracting of work that would be performed by the contractor under this contract and Department of Energy Acquisition Regulations, and is work that has been traditionally and historically performed by PACE, there is seamless employment transition to and from subcontractors, while maintaining continuity of wages and benefits. The RFPs should direct this in the "Labor Relations" sections of SECTION H of the RFPs with the following: "THE CONTRACTOR SHALL INCLUDE THE MOA, DATED MAY 6, 2003 TITLED 'PROJECT SUBCONTRACT LOANED BBWI PACE REPRESENTED EMPLOYEES'".

3. In SECTION H.21 (b) Pay and Benefits of RFP DE-RP07-03ID14516 and H.14 (c) Pay and Benefits (3) Pensions and Other Employee Benefits of RFP DE-RP07-03ID14517 there is no specific requirement that workers that retire during the 5 years of the contract are ensured medical benefits upon retirement. Since workers currently have this benefit, failure to continue it may induce some senior workers with critical experience to retire before the new contracts take effect. To ensure medical benefits for retirees in this 5 year window, PACE urges inclusion in the final RFPs the following: RFP DE-RP-07-03ID14516 in SECTION H .21 (b) (4) (i) add the requirement "ALL GRANDFATHERED EMPLOYEES THAT RETIRE IN THE MINIMUM 5 YEAR PENSION WINDOW, WILL RETAIN MEDICAL COVERAGE THAT IS PROVIDED BY THE CONTRACTOR". And remove language in (v) "INCLUDING ANY OF THE RETIREMENT BENEFITS". In

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

RFP DE-RP07-03ID1417 Section H.14 (c) (3) (vi) add: THE CONTRACTOR SHALL ALSO MAINTAIN AND ADMINISTER POST RETIREMENT MEDICAL BENEFITS FOR ANYONE THAT RETIREES IN THE 5 YEAR TIMEFRAME (reference iii).

4. The Draft RFPs assume that the cafeteria work will be privatized and thus the current cafeteria workers will be laid off. PACE asks that this decision be reviewed and overturned. In order to attract a quality workers, maintain efficiencies and provide quality service for a round the clock workforce the cafeteria should remain operational as it currently exists. This change could result in significant cost increases for meals to employees that have no other alternative source of food given the location of the site. PACE requests that the Department of Energy review this privatization decision for one year to determine if cost saving can be attained under the current process. The Department should require use of the cost/benefit analysis model agreed upon in Attachment A of the current collective bargaining agreement and the agreement between OCAW and DOE dated December 14, 1995 under the Consent Decree in OCAW v. O’Leary, U.S. District Court for the District of Columbia, Civ. Action No. 95-0981-WBB. This modification should also be applied to the Fleet Management, including operation of a bus service.

5. Both RFPs include a requirement that the contractor honor accrued leave benefits as of the last day of the current contract. To provide an incentive for the most experienced workers to stay, eliminate a disincentive to leave and lessen the need to transfer between contracts, PACE urges that language be included in the RFPs requiring the new contractors to not only honor accrued benefits but also continue the leave benefit programs of the existing contractor for grandfathered employees. If these benefits were to change, the changes could put workers into a use it or lose it situation which is not in the best interest of the Department or the contractor. PACE urges inclusion in the final RFPs the following: RFP DE-RP-07-03ID14516 in SECTION H .21 (b) (4) (i) and RFP DE-RP07-03ID1417 in Section H.14 (c) (3) (viii) add the requirement: THE CONTRACTOR SHALL CONTINUE THE PERSONAL LEAVE PROGRAMS INCLUDING ACCURAL RATES, CARRYOVER RATES, AND CASH OUT OPTIONS OF THE EXISTING CONTRACTOR AS OF THE DATE OF THE NEW AWARD.

6. The Department of Energy has in their regulations a Make or Buy Plan, DEAR 970.5215-2. The purpose of this regulation is to ensure the products bought or services performed by contractors are done in the most cost effective and efficient manner possible. Part of the RFP addresses that the Contractor will look at the site work force when making decisions, as well as cost etc. This is done by establishing procedures providing for the input of the workers on the site. PACE can have valuable input into these cost effective measures. Adherence to this provision DEAR 970.5215-2 is included in the INL RFP DE-RP07-03ID1417. PACE urges that the final RFP require that PACE become a participant in these proceedings. Particularly add: THE CONTRACTOR SHALL CONDUCT INTERNAL PRODUCTIVITY IMPROVEMENT AND COST-REDUCTION PROGRAMS SO THAT IN-HOUSE PERFORMANCE OPTIONS CAN BE MADE MORE EFFICIENT AND COST EFFECTIVE. A MEMBER OF PACE MANUFACTURING CRAFT SHOULD BE PART OF THIS REFENCED PROGRAM.

7. Paragraph H.16 of INL DE-RP07-03ID14517 and paragraph H.23 in ICP DE-RP07-03ID14516 regarding Labor Standards should specifically state that the Department shall determine the appropriate labor standards that apply for both the Davis-Bacon Act and the Service Contract Act, since these contracts are primarily for services under the Service Contract Act. The current contractor PACE and other unions at the site have developed a review committee and process to provide advance notice of any project being considered for Davis Bacon coverage. That review makes recommendations to the Department, and inclusion of worker review and recommendations should be continued by the contractors for both the INL and ICP contracts. This provision should also provide that the contractor conform its recommendations on applicable labor standards to be followed in specific projects or Statements of Work to current Department of Energy Acquisition Regulations and Federal Acquisition Regulations.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Response:

Section H, Attachment or Provision/Clause No. 14

Question No. 337 (Code 559)

1. PACE workers currently are employed at INEEL site wide sharing a common seniority list. With the adoption of two contracts, one for the INL (RFP DE-RP07-03ID14517) and the other for the ICP (RFP DE-RP07-03ID14516) and the likelihood of a different contractor for each, the transition of workers from a site wide operation into two contracts will have its challenges. Division of the workforce will be the first challenge through the hiring preferences in the RFPs. Another will be the movement of workers between contracts based on their seniority. As work winds down or work increases in either the ICP or INL contracts, workers laid-off with the requisite skills should have the opportunity to move from one contractor to the other based on their accrued seniority. This will require coordination between ICP and INL contractors. PACE urges the RFPs to include requirements directing the contractors to administer a process that would ensure worker movement from one contract to the other for at least one year from the award date of the contracts. The contractor should provide retaining and recertification for these crossover workers if necessary. This crossover procedure should give preference to current PACE workers based on site wide incumbent authority for seniority established in the current Collective Bargaining Agreements (CBA). Such procedure would assist in providing for a stabilized workforce and strengthen the economy in the area. The RFPs should direct this process in the "Labor Relations" sections of SECTION H of the RFPs with the following: "CONTRACTOR SHALL COORDINATE WITH THE ICP [INL] CONTRACTOR, AND THE PAPER, ALLIED-INDUSTRIAL, CHEMICAL AND ENERGY WORKERS TO BARGAIN AN AGREEMENT THAT ENSURES THE MOST SENIOR QUALIFIED INCUMBENT WORKERS HAVE PRIORITY FOR EMPLOYMENT IN EITHER CONTRACT INCLUDING NEW OR VACANT JOB OPENINGS".

Response:

See response to question number 336

Section H, Attachment or Provision/Clause No. 14

Question No. 338 (Code 560)

2. PACE has entered into a Memorandum of Agreement (MOA) on May 6, 2003 titled "Project Subcontract Loaned BBWI-PACE represented employees" with the current contractor at INEEL for performing subcontracted work on a project-by-project basis. This MOA allows employees to be loaned to subcontractors performing Environmental Management (EM) or Nuclear Energy (NE) work without any interruption of benefits and wages and permits the employee to return to work with the prime contractor when the subcontractor's work is completed. PACE urges the continued implementation of this MOA and that the final RFPs include the requirement that the new contractors accept it in the CBA agreements with PACE. This MOA provides that when there is subcontracting of work that would be performed by the contractor under this contract and Department of Energy Acquisition Regulations, and is work that has been traditionally and historically performed by PACE, there is seamless employment transition to and from subcontractors, while maintaining continuity of wages and benefits. The RFPs should direct this in the "Labor Relations" sections of SECTION H of the RFPs with the following: "THE CONTRACTOR SHALL INCLUDE THE MOA, DATED MAY 6, 2003 TITLED 'PROJECT SUBCONTRACT LOANED BBWI PACE REPRESENTED EMPLOYEES'".

Response:

See response to question number 336.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section H, Attachment or Provision/Clause No. 14

Question No. 339 (Code 561)

3. In SECTION H.21 (b) Pay and Benefits of RFP DE-RP07-03ID14516 and H.14 (c) Pay and Benefits (3) Pensions and Other Employee Benefits of RFP DE-RP07-03ID14517 there is no specific requirement that workers that retire during the 5 years of the contract are ensured medical benefits upon retirement. Since workers currently have this benefit, failure to continue it may induce some senior workers with critical experience to retire before the new contracts take effect. To ensure medical benefits for retirees in this 5 year window, PACE urges inclusion in the final RFPs the following: RFP DE-RP-07-03ID14516 in SECTION H .21 (b) (4) (i) add the requirement “ALL GRANDFATHERED EMPLOYEES THAT RETIRE IN THE MINIMUM 5 YEAR PENSION WINDOW, WILL RETAIN MEDICAL COVERAGE THAT IS PROVIDED BY THE CONTRACTOR”. And remove language in (v) “INCLUDING ANY OF THE RETIREMENT BENEFITS”. In RFP DE-RP07-03ID1417 Section H.14 (c) (3) (vi) add: THE CONTRACTOR SHALL ALSO MAINTAIN AND ADMINISTER POST RETIREMENT MEDICAL BENEFITS FOR ANYONE THAT RETIREES IN THE 5 YEAR TIMEFRAME (reference iii).

Response:

See response to question number 336.

Section H, Attachment or Provision/Clause No. 14

Question No. 341 (Code 563)

5. Both RFPs include a requirement that the contractor honor accrued leave benefits as of the last day of the current contract. To provide an incentive for the most experienced workers to stay, eliminate a disincentive to leave and lessen the need to transfer between contracts, PACE urges that language be included in the RFPs requiring the new contractors to not only honor accrued benefits but also continue the leave benefit programs of the existing contractor for grandfathered employees. If these benefits were to change, the changes could put workers into a use it or lose it situation which is not in the best interest of the Department or the contractor. PACE urges inclusion in the final RFPs the following: RFP DE-RP-07-03ID14516 in SECTION H .21 (b) (4) (i) and RFP DE-RP07-03ID1417 in Section H.14 (c) (3) (viii) add the requirement: THE CONTRACTOR SHALL CONTINUE THE PERSONAL LEAVE PROGRAMS INCLUDING ACCURAL RATES, CARRYOVER RATES, AND CASH OUT OPTIONS OF THE EXISTING CONTRACTOR AS OF THE DATE OF THE NEW AWARD.

Response:

See response to question number 336.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section Z-General, Attachment or Provision/Clause No.

Question No. 342 (Code 564)

6. The Department of Energy has in their regulations a Make or Buy Plan, DEAR 970.5215-2. The purpose of this regulation is to ensure the products bought or services performed by contractors are done in the most cost effective and efficient manner possible. Part of the RFP addresses that the Contractor will look at the site work force when making decisions, as well as cost etc. This is done by establishing procedures providing for the input of the workers on the site. PACE can have valuable input into these cost effective measures. Adherence to this provision DEAR 970.5215-2 is included in the INL RFP DE-RP07-03ID1417. PACE urges that the final RFP require that PACE become a participant in these proceedings. Particularly add: THE CONTRACTOR SHALL CONDUCT INTERNAL PRODUCTIVITY IMPROVEMENT AND COST-REDUCTION PROGRAMS SO THAT IN-HOUSE PERFORMANCE OPTIONS CAN BE MADE MORE EFFICIENT AND COST EFFECTIVE. A MEMBER OF PACE MANUFACTURING CRAFT SHOULD BE PART OF THIS REFENCED PROGRAM.

Response:

See response to question number 336.

Section H, Attachment or Provision/Clause No. 16

Question No. 343 (Code 565)

7. Paragraph H.16 of INL DE-RP07-03ID14517 and paragraph H.23 in ICP DE-RP07-03ID14516 regarding Labor Standards should specifically state that the Department shall determine the appropriate labor standards that apply for both the Davis-Bacon Act and the Service Contract Act, since these contracts are primarily for services under the Service Contract Act. The current contractor PACE and other unions at the site have developed a review committee and process to provide advance notice of any project being considered for Davis Bacon coverage. That review makes recommendations to the Department, and inclusion of worker review and recommendations should be continued by the contractors for both the INL and ICP contracts. This provision should also provide that the contractor conform its recommendations on applicable labor standards to be followed in specific projects or Statements of Work to current Department of Energy Acquisition Regulations and Federal Acquisition Regulations.

Response:

We believe the RFP as written (see particularly clauses H.16 and H.20) adequately addresses the concerns identified in this question. (Note: By regulation (DEAR 970.2210) the Service Contract Act does not apply to Management and Operating (M&O) contracts but does apply to M&O subcontracts.)

Section A, Attachment or Provision/Clause No.

Question No. 347 (Code 601)

I believe the site stablization agreement provides a stable work force at the INL and is very important for the workers in southeast Idaho.

Response:

Comment noted.

Section None Selecte, Attachment or Provision/Clause No.

Question No. 348 (Code 602)

Response:

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section G, Attachment or Provision/Clause No.

Question No. 349 (Code 606)

Because this is a Cost type contract and arguably is for the Acquisition of Capital Assets, the following solicitation provision and contract clause should be considered to ensure effective planning and control in support of contract administration!

SOLICITATION PROVISION

DOE O 413.3, Attachment 1

As prescribed in DOE O 413.3, Attachment 1 use the following provision:

NOTICE OF EARNED VALUE MANAGEMENT SYSTEMS

(a) The offeror shall submit a comprehensive plan for compliance with the earned value management system (EVMS) criteria as outlined in American National Standards Institute (ANSI) EIA-748, Earned Value Management Systems. The purpose of this provision is to ensure that the principles outlined in the above documents are implemented on the entire work scope of the contractual effort allowing for appropriate (DOE approved) tailoring for basic science or other Level-of-Effort activities. This plan will clearly annotate whether the Offeror intends to obtain or has obtained a third-party review, intends to conduct or has conducted a self-review, or desires a Government review of its system for compliance with the criteria. If the contractor has obtained a third-party review or has performed a self-review, documentation describing the process and results of that review shall be provided with the plan.

(b) The plan shall--

(1) Describe the EVMS the Offeror intends to use in the performance of the contract.

(2) Distinguish between the Offeror's existing management systems and modifications proposed to meet the criteria.

(3) Describe the management systems and their application in terms of the 32 EVMS criteria.

(4) Describe the proposed procedure for administration of the criteria as applied to subcontractors.

(c) If the Offeror is using EVMS which has been recognized by the cognizant Administrative Contracting Officer (ACO) as complying with EVMS criteria, the Offeror may submit a copy of this documentation in lieu of the comprehensive plan required by paragraph (a).

(d) The Offeror shall provide information and assistance as required by the Contracting Officer for evaluation of compliance with the cited criteria.

(e) The Government will evaluate the Offeror's plan for EVMS before contract award.

(f) Contractors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the criteria. The prime contractor and the Government shall agree to subcontractors selected for application of the EVMS criteria.

(End of Provision)

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

CONTRACT CLAUSE

DOE O 413.3, Attachment 1

As prescribed in DOE O 413.3, Attachment 1 use the following clause:

EARNED VALUE MANAGEMENT SYSTEMS)

(a) The Contractor shall use for management of this contract an earned value management system (EVMS) meeting the criteria as outlined in American National Standards Institute (ANSI) EIA-748, Earned Value Management Systems. The purpose of this provision is to ensure that the principles outlined in the above documents are implemented on the entire work scope of the contractual effort allowing for appropriate (DOE approved) tailoring for basic science or other Level-of-Effort activities.

(b) Contractors possessing a current EVMS which has been recognized by the cognizant Contracting Officer (CO) shall implement an EVMS meeting the criteria provided in paragraph (a) above within 60 calendar days after contract award or as otherwise agreed to by the parties.

(c) Contractors not possessing a current EVMS which has been recognized by the CO as complying with EVMS criteria shall:

(1) Furnish the CO, within 30 days after contract award, a copy of the EVMS plan submitted in response to the solicitation.

(2) Demonstrate to the satisfaction of the CO that the EVMS complies with the criteria established in paragraph (a).

(d) The Government may require within 180 days after contract award and exercise of significant contract option(s), an Integrated Baseline Review. The purpose of this review is for the Government and Contractor to jointly evaluate such areas as the Contractor's planning to ensure complete coverage of the Statement of Work, logical scheduling of the work activities, adequate resourcing, and identification of inherent contract risks.

(e) Contractor proposed system changes require CO approval prior to implementation. The CO shall advise the contractor of the acceptability of such changes within 30 days after receipt from the contractor. The CO may waive the prior approval requirements of this clause regarding contractor proposed system changes. If the prior approval of system changes provision is waived, the Contractor shall disclose EVMS changes to the ACO at least two weeks prior to the effective date of implementation.

(f) The Contractor agrees to provide access to all pertinent EVMS records and data requested by the CO or duly authorized representatives. Access is for the purpose of reviewing the demonstration in paragraph (c) 2 of this clause and also to permit Government surveillance to ensure continuing application of an EVMS meeting the requirements of paragraph (a) of this clause.

(g) The Contractor shall require each selected subcontractor, as specified by the Contracting Officer, to meet the provisions of paragraph (a) of this clause.

(End of clause)

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Response:

DOE Order 413.3 is a requirement in List B (Section J, Attachment G).

Section C, Attachment or Provision/Clause No. 1

Question No. 350 (Code 609)

One of the elements of DOE's "Vision" should be that the contractor will ensure that the INL will embrace and utilize the relevant expertise capabilities of institutions of higher learning in the accomplishment the INL's objectives.

Response:

Comment noted. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 21

Question No. 351 (Code 610)

The INL is to become "the preeminent nuclear research, development, and demonstration laboratory within ten years." Please explain how this can happen without substantial nuclear R&D funding (as per FY-04 funding and President's FY-05 request) and a sustained commitment to funding this critical mission.

Response:

Comment noted. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 31

Question No. 352 (Code 611)

"The INL will establish itself as a center for national security technology development and demonstration." Given the recent decision by the Department of Homeland Security to not include INL as a preferred provider to DHS, and forcing them to compete for programs against non-FFRDCs makes INL much less likely to be awarded substantial programs related to national security. As with the NE R&D budget, this is unlikely to happen given the current funding climate.

Response:

Comment noted. The decision from the Department of Holmeland Security was rescinded.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section C, Attachment or Provision/Clause No. 11

Question No. 353 (Code 612)

“This requires that the INL be multi-program National Laboratory with world-class nuclear capabilities”. INEEL has made a significant investment in Environmental Sciences, specifically with the Subsurface Science Initiative. One could argue that the technical capabilities that have been produced through this mission contribute substantially to INEEL’s ability to be a multi-program Laboratory. However, complete lack of support for this will result in a loss of capability, which will probably include a loss of Ph.D. researchers, of which the INEEL is sorely lacking. The reduction of research funding through LDRD, assuming that INL will not be able to tax the ICP contract for LDRD, will result in very little (if any) R&D funding to anything other than the primary laboratory missions. With no new research in areas other than the primary mission, the lab will become something less than a multi-program facility. If the NE or National Security mission is abandoned (as the last laboratory mission was), the laboratory will cease to exist. Without a substantive commitment from the LPSO to support multiple R&D areas, the statement about being multi-program is just lip-service.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 11

Question No. 354 (Code 613)

DOE Vision (and C.1 Bullet 1)

“This requires that the INL be multi-program National Laboratory with world-class nuclear capabilities”.

What other programs will be foci?

Response:

See Section C for programs that will be the foci of the contract effort.

Section C, Attachment or Provision/Clause No. 11

Question No. 355 (Code 614)

DOE Vision (and C.1 Bullet 1)

“This requires that the INL be multi-program National Laboratory with world-class nuclear capabilities”.

Why are the existing relationships with regional universities ignored in this statement? The regional universities involved in the current management contract have contributed substantially to the scientific stature of this laboratory, and they are not mentioned as valuable resources in the RFP.

Response:

University participation is discussed and encouraged in Section C.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section C, Attachment or Provision/Clause No. 3.11

Question No. 356 (Code 615)

“The INL will establish itself as a center for national security technology development and demonstration.” Given the recent decision by the Department of Homeland Security to not include INL as a preferred provider to DHS, and forcing them to compete for programs against non-FFRDCs makes INL much less likely to be awarded substantial programs related to national security. As with the NE R&D budget, this is unlikely to happen given the current funding climate.

Response:

See response to question number 352.

Section C, Attachment or Provision/Clause No. 51

Question No. 357 (Code 616)

“Develop and retain capabilities that support the principal missions and the supporting missions described in this Statement of Work.” Another essential element in creating a strong lab is the availability of laboratory-directed research and development funding. It is critical that some portion of environmental management funding be made available for laboratory-directed research and development, both to support the lab as a sister institution to the cleanup project, and to support the research needs associated with the

Response:

Comment noted.

Section C, Attachment or Provision/Clause No. 61

Question No. 358 (Code 617)

“Ensure INL capabilities and resources are made available to other Federal agencies, state and local governments, academia, and the private sector.” Efforts to provide a diversified base of support for the INL will also be helped if the lab contractor is encouraged by DOE to seek Work for Others research. DOE must create an environment at the INL that nurtures and attracts non-DOE research to the INL. How will the bidders’ proposed programs be evaluated?

Response:

See Section M of the RFP for evaluation criteria.

Section C, Attachment or Provision/Clause No. 71

Question No. 359 (Code 618)

“Market INL capabilities to strengthen programmatic results and impacts.” A stronger focus on technology transfer programs will be essential. How will the bidders be encouraged and evaluated on this point, given that the nuclear energy research conducted by INL must lead to a better reactor technology, and one that is deemed economically and scientifically viable by the commercial sector?

Response:

See Section M of the RFP for evaluation criteria.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section C, Attachment or Provision/Clause No. 91

Question No. 360 (Code 619)

“Significantly improve the cost-effectiveness of the INL...” Duplication of activities with the ICP contractor (such as weed control, railroads, and road maintenance that are divided between contractors at facility boundaries) prevents this vision from being completely realized.

Response:

Comment noted.

Section C, Attachment or Provision/Clause No. 91

Question No. 361 (Code 620)

DOE must also decisively address the interconnection and interdependencies between the nuclear energy research programs performed at labs across the DOE complex, including those led by INL. The proposed FY05 NE R&D budget is not at a level to support the INL research missions or the involvement of the other national labs in the Gen IV reactor work. If DOE is to make good on the commitment to create a nuclear energy center of excellence at this new lab, DOE must re-define the goals of its nuclear energy program and target the expenditure of funds towards its laboratory in Idaho.

Response:

Comment noted. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 12

Question No. 362 (Code 621)

The contractor must use and incorporate resources provided by other Federal agencies, State and local governments, regional universities (including consortia of regional universities), national universities, and the private sector to build a multi-programmatic laboratory with the capability of surviving future mission changes, and with the wherewithal to maintain long-term viability. Not having this language in the RFP will result in narrowing the pool of potential bid teams. If it is important for this laboratory to be multi-programmatic and viable, it will be important to encourage bid teams to have these types of entities on their teams. Because this language is not in the RFP, these entities will be effectively eliminated from participation in the new INL.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 1

Question No. 363 (Code 622)

The contractor must use and incorporate resources provided by other Federal agencies, State and local governments, regional universities (including consortia of regional universities), national universities, and the private sector to build a multi-programmatic laboratory with the capability of surviving future mission changes, and with the wherewithal to maintain long-term viability. Not having this language in the RFP will result in narrowing the pool of potential bid teams. If it is important for this laboratory to be multi-programmatic and viable, it will be important to encourage bid teams to have these types of entities on their teams. Because this language is not in the RFP, these entities will be effectively eliminated from participation in the new INL.

Response:

See comment in response to question number 362.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section C, Attachment or Provision/Clause No. 2.

Question No. 364 (Code 623)

The DOE should not be “evaluating the potential of building a prototype facility”, but should be aggressively pursuing the construction of such a facility, unless of course DOE is willing to actually commit to building this facility. Without this commitment, pursuing the conceptual design of this facility as a primary mission places an inordinate amount of risk in investment toward an end that may never come. Unwillingness of DOE to commit to this facility (and the inherent risk of this mission) will result in some entities deciding not to participate in the bid process—effectively narrowing the bidder pool, and eliminating some of the innovative thinking that was espoused as being important to DOE.

Response:

Comment noted.

Section C, Attachment or Provision/Clause No. 2.

Question No. 365 (Code 624)

How will this be accomplished, considering that existing programs for performing this (such as NERI) are being eliminated?

Response:

See Section C, Paragraph 2.1.A.3.

Section C, Attachment or Provision/Clause No. 2.

Question No. 366 (Code 625)

The RFP's focus on the INL's development of relationships with universities located in Idaho recognizes the significant contribution that universities in the Northwest region, not just Idaho, have made to the performance of the current contract and the contributions that they can make to the INL in the future. Subsection A.5.b and A.5.c should be modified to reflect the need to enhance relationships with relevant science and engineering programs in universities throughout the region to strengthen these programs and benefit from their expertise.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 2.

Question No. 367 (Code 626)

The science and technology leaders for nuclear nonproliferation and counter proliferation are LANL, LLNL, SNL, and PNNL. How will the INL become a lead in this endeavor without being duplicative of these other entities, or competing with their existing expertise? Will programs be moved, and if so, is this in the best interest of the country?

Response:

Concerns noted. Competitors may take these into account in submitting a proposal.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section C, Attachment or Provision/Clause No. 2.

Question No. 368 (Code 627)

“Support and improve the competitive standing of the INL in a broad range of other science and technology programs....” The current contractor has successfully achieved this in program areas that were of primary importance to the laboratory at the inception of the current contract. In order to continue this, we would suggest that an additional sentence be added that says: This should be accomplished by incorporating resources made available through regional universities, including university consortia, and national universities, and by collaborating with other regional and national research entities.

Response:

Comment noted. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 2.

Question No. 369 (Code 628)

Regional universities have a great deal of advanced computing resources, and modeling and simulation capabilities that can be applied to this endeavor. The RFP should ask the contractor to use resources from regional universities (including regional university consortia) and other national and regional research entities to assist the institutions in the state of Idaho to achieve this goal.

Response:

Comment noted. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 2.

Question No. 370 (Code 629)

Regional universities have a great deal of advanced computing resources, and modeling and simulation capabilities that can be applied to this endeavor. The RFP should ask the contractor to use resources from regional universities (including regional university consortia) and other national and regional research entities to assist the institutions in the state of Idaho to achieve this goal.

The following suggestion is applicable both to section C.2.2 of the INL RFP and to section C.9.2 of the ICP RFP: The RFP should specifically require the Contractor to utilize capabilities of regional universities to conduct objective, unbiased assessment work of cleanup activities, risk reduction, and accomplishment of cleanup goals.

Response:

Comment noted. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 3.52

Question No. 371 (Code 630)

This bullet calls for the reduction or elimination of “non-core” services and functions. How is “non-core” defined? Are there specific services or functions that DOE-NE has identified as “non-core”?

Response:

We are considering the need to clarify the term “non-core.” The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section C, Attachment or Provision/Clause No. 3.62

Question No. 372 (Code 631)

C.2.3 Bullet 6

“Continuously challenge past laboratory practices and policies...” Shouldn’t this read: Continuously challenge current laboratory practices and policies? After all, by definition, past practices and policies are no longer in use.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 2

Question No. 373 (Code 632)

Bullet 2—Recruit and retain highly skilled, experienced, world-class talent to perform the work. Elimination of more than half of available LDRD funding will make it virtually impossible to recruit high-quality Ph.D. researchers, whose creativity is best served by doing research in areas of interest that may not be directly or immediately applicable to the current mission, but which is absolutely critical to a long-term future. The funding and mission paradigms as stated discourage this to such a degree that it will make HR’s directive futile. We would suggest that besides this, it would make sense to add a clause that encourages using the research capabilities at regional universities as a means of assisting in this recruitment.

We also would recommend the addition of another bullet, which asks the contractor to implement a sabbatical (or research leave) plan that allows INL researchers to conduct research at the regional universities while maintaining their current laboratory benefits package. This will allow researchers to perform research in areas not typically accessible to FFRDC researchers (like NSF or NIH), through collaboration with regional university faculty. Use of regional universities will assist the lab in its recruitment, as such a sabbatical program would typically involve training of a graduate-level student (or students) who has already been recruited to the region, and who may be encouraged to become employed at the INL.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 2.

Question No. 374 (Code 633)

Bullet 2—Obtaining substantial financial and technical support from partners can only be accomplished if there is some return for this support. The lack of funding for the INL in the short term will make it very difficult for the partners to realize any benefit from this relationship, and in the result of another mission change, this will result in a net loss for the region.

Response:

Comment noted. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section C, Attachment or Provision/Clause No. 2

Question No. 375 (Code 634)

Bullet 2b—We would recommend adding the following: “Involve a broad range of collaborative partners, including Native American Tribes such as the Shoshone-Bannock Tribes, academic research institutions such as regional universities or university consortia, other DOE....”

Response:

Comment noted. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 2

Question No. 376 (Code 635)

We recommend adding another sentence: “This can be accomplished through collaboration with regional or State entities, including centralized state associations with broad based membership from the business community, regional economic interests, and other local and regional stakeholder groups.”

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section Z-General, Attachment or Provision/Clause No.

Question No. 377 (Code 652)

In the February 5th. press release about the INL Request for Proposal, DOE states “the Department intends to award a separate safeguards and security contract to be managed by a qualified small business.”

We then hear that Aluttig/Wackenhut is going to be given the contract with no competitive bidding or a Requests for Proposals.

In checking these companies on the Internet I found that Aluttig Has over 2300 employees in 14 states and 5 countries with annualized revenues at year-end of approximately \$150 million. Wackenhut advertises that they are the world’s second largest provider of Security Services, with over 40,000 employees.

Is this a small business?

Response:

The Small Business Administration has certified that Aluttig is a small business.

Section Z-General, Attachment or Provision/Clause No.

Question No. 378 (Code 661)

Comment: The RFP for the INL should require the contractor to fund the INL Seminar Series to a level that provides one seminar per month by a nationally or internationally recognized scientist, researcher, communicator or other expert, as a paid guest of INL, to promote interaction, discussion, the sharing of knowledge and the professional interest/advancement of INL employees, particularly those engaged in science and engineering research, development and application.

Response:

Comment noted. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section Z-General, Attachment or Provision/Clause No.

Question No. 379 (Code 662)

Comment:

The INL RFP should REQUIRE the contractor to invest in new science/technology laboratory facilities in lieu of, as part of, or in addition to other community economic development activities. This investment would benefit both the INL (with modern research infrastructure that DOE has thus far poorly funded) and the community (by upgrading/increasing the scientific R&D capacity and relevance of the INL).

Response:

Comment noted. See evaluation criterion 3 in Section M of the RFP.

Section Z-General, Attachment or Provision/Clause No.

Question No. 380 (Code 663)

Comment:

The INL RFP should REQUIRE that the contractor's expenditure of funds related to economic development elsewhere in Idaho, be no greater than the amount expended on new science-related infrastructure (capital investment in new, fully equipped facilities for science research) at the INL. Investment elsewhere in Idaho, when the INL is critically short of necessary lab space, and when DOE routinely creates new infrastructure and new labs and research centers at other National Laboratories, is a disservice to the future of the INL.

Response:

See response to question number 379.

Section Z-General, Attachment or Provision/Clause No.

Question No. 381 (Code 664)

The INL RFP should REQUIRE that the contractor create at least one fully equipped, functional center of research excellence in a discipline other than nuclear power, such as the DOE nanotechnology or biohazard or proteomics or genetics research facilities recently instituted at many other National Laboratories. This would diversify the INL and prepare it for current and future national missions worthy of a de facto multiprogram national laboratory.

Response:

See response to question number 379.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

**Section Z-General, Attachment or Provision/Clause No.
Question No. 382 (Code 665)**

Dear Doe,

I have worked out at the Intec, CPP facility for 25 years as a custodian as of sept. During that time I have co-worked with cafeteria employees for at least 12 years of my employment. I found them to be good caring part of the work force. They have been improving on menu as well as how they do business. Privatizing the cafeteria would be a very bad move. They have homes and families destroying peoples lives to save a buck make a buck is not the way to do business. They need to create better menu's and reduce the amount of food they make so they don't throw anything out to the trash. This would further reduce the sub cost of running things. This what I have first hand personally observed. Send the managers of the cafeteria and cooks to chuckaramma in Idaho Falls, They could pick up a lot of good menu ideas. Just this last week I mentioned to _____ the cook make some scones with honey butter. This brought in a couple Hundered dollars than they would of. Lets keep what we have and make it better. There are always room for improvements.

Response:

Comment noted.

**Section H, Attachment or Provision/Clause No. 11
Question No. 383 (Code 666)**

The list of specified tools which the contractor shall use for communicating should include "the Internet" and should include "an electronic newswire."

Response:

Comment noted. The final RFP will reflect our detemination.

**Section Z-General, Attachment or Provision/Clause No.
Question No. 385 (Code 668)**

The period of the contract should be a minimum of 10 years, with option to extend for 10 years, and should be made by some mechanism in which employees have a recognizable, meaningful participation.

Response:

We will be taking comment under advisement. Final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section Z-General, Attachment or Provision/Clause No.

Question No. 388 (Code 671)

My comment concerns the recently announced decision to move the Safeguards and Security function to a separate contract before the new INL or ICP contracts are let. I wonder if sufficient thought has been given to the impact on the INL R&D activities and on ICP activities if the security portion of the current INEEL is being managed by a separate contractor. Specific to the R&D activities, there are many instances where security facilities (live fire test range, CFA 609, etc) and security personnel who have specific expertise (explosives handling, weapons training, etc) are essential to the success of R&D projects. Loss of use of the facilities or specialized personnel would be a serious detriment to the ability of the INL to be successful. This situation will be further exacerbated when the R&D projects are of a classified nature with limited need to know. In such cases, it would be extremely difficult for INL personnel to perform on such projects using personnel and facilities from another contractor when the management staff within the other contractor organization cannot be briefed into the projects because they have no need to know. Have such considerations been included in the decision process to outsource the safeguards and security function? Should they be?

Response:

Comment noted.

Section C, Attachment or Provision/Clause No. 12

Question No. 389 (Code 672)

“2.1.A Nuclear Energy

The INL shall assist with the establishment and administration of an international private/public consortium to design, build, and operate the NGNP.”

The Energy Policy Bill currently being debated by the US Congress specifies a separate contracting arrangement for the construction and operation of the NGNP. How will the INL contractor and staff interact with this team? How much control will the INL and NGNP contractor have?

Response:

Section C, Attachment or Provision/Clause No. 12

Question No. 390 (Code 673)

“2.1.A Nuclear Energy

5. Assume a major role in revitalizing nuclear engineering education in the U.S. by:

Developing relationships with Idaho Universities to establish a strong network of science and engineering education programs at all levels with a goal of making Idaho a world-leading center for nuclear education at the baccalaureate, masters, and doctorate levels.”

Building on the existing relationship between the current INEEL and the regional universities will bring more significant resources to the strengthening of relevant educational and research opportunities in these scientific fields than the Idaho universities can provide by themselves. The INL contractor must be encouraged and rewarded to develop relationships with regional universities to contribute to all aspects of the INL mission, including an increased role in the offering of multi-disciplinary educational programs to Idaho.

Response:

Comment noted. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section C, Attachment or Provision/Clause No. 12

Question No. 391 (Code 674)

“Developing relationships with all other universities with nuclear engineering or applicable science curriculums to strengthen these programs. Provide needed support such as regular opportunities for summer internships for exceptional students, sabbaticals for professors, sabbaticals to universities for INL scientists and engineers, and other innovative programs.”

The existing Administration of Scientific Personnel (ASP) program at INEEL has increased the number of postdoctoral researchers by an order of magnitude since its inception three years ago. The INL contractor should be expected to continue programs like this, which rely on the regional universities to administer and manage them.

Response:

Comment noted. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 12

Question No. 392 (Code 675)

2.1.C Science and Technology Supporting the Principal Missions

“2. Support and improve the competitive standing of the INL in a broad range of other science and technology programs, such as biological sciences, earth sciences, physics, chemical sciences, materials science, fusion science, modeling and simulation, and computational sciences.”

Water research, subsurface science, and bioinformatics should also be included in this list, because they are capabilities that the INEEL has developed over the last 5 years. Also, these capability areas should not merely be tied to supporting nuclear science; they should be encouraged, as they have been, as separate research areas, vital to the needs of a multi-program national laboratory

Response:

Comment noted. Para. 2.1.C covers any science and technology supporting the principal missions.

Section C, Attachment or Provision/Clause No. 12

Question No. 393 (Code 676)

2.1.C Science and Technology Supporting the Principal Missions

“4. Provide innovative solutions to the management of waste associated with current and future nuclear operations.”

What is the role of the ICP contractor?

Response:

Please refer to the ICP Draft RFP.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section C, Attachment or Provision/Clause No. 32

Question No. 394 (Code 677)

2.3.C Human Resources

“The Contractor shall -

1. Recruit and retain highly skilled, experienced, world-class talent to perform the work”

Other DOE laboratories have and continue to struggle with this problem, especially in recruiting employees in high-profile areas (e.g., computer science, national security). Various DOE operations offices have authorized “signing bonuses” for new, critical hires. Will this be the case at INL? Will DOE-NE support the INL contractor to pay employees at market value or above, in order to recruit the best individuals?

Response:

Please refer to the provisions of Section H.14.

Section C, Attachment or Provision/Clause No. 32

Question No. 395 (Code 678)

2.3.C Human Resources

“The Contractor shall -

1. Recruit and retain highly skilled, experienced, world-class talent to perform the work”

As part of the evaluation criteria, will the INL bidders be recognized for suggesting new programs to attract and retain talented scientists and engineers, not only in the formal nuclear disciplines?

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 32

Question No. 396 (Code 679)

“2.3.E Collaboration

d. Make INL resources accessible to outside researchers including foreign nationals.”

“In order to create the strongest research institution possible, it is essential that the INL have full and integrated participation by universities - a true linkage between the lab and universities which would allow for university faculty and student researchers to have assignments at INL and to perform research at the Laboratory under a dual affiliation.”

Response:

Comment noted. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section C, Attachment or Provision/Clause No. 52

Question No. 397 (Code 680)

“2.5.A Consolidation

4. A laboratory culture focused on delivering world-class science and technology outputs.”

A formal presence from regional universities will assist in this much-needed change of culture at this Laboratory, from one of only applied engineering work to the entire spectrum of basic and applied research and advanced technology development. This criterion should be specifically included in the evaluation criteria.

Response:

Comment noted. The final RFP will reflect our determination.

Section Z-General, Attachment or Provision/Clause No.

Question No. 398 (Code 681)

Marketing Statement from prospective offeror.

Response:

Section L, Attachment or Provision/Clause No. 15

Question No. 399 (Code 682)

Relevant Experience (d) is not clearly mentioned/covered in M.4.Criterion 1.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section M, Attachment or Provision/Clause No. 14

Question No. 400 (Code 683)

In M.4. Criterion 1., (a) calls for "Experience in developing and transitioning...to commercial application" which is not mentioned in L.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section L, Attachment or Provision/Clause No. 15

Question No. 401 (Code 684)

Was it DOE's intention in L.5. Criterion 1: to ask for the description of "how the Offeror's relevant experience fits into its proposed management...." in area (a) before asking for the "examples of recent experience..." in (b) given the first sentence of (b) "Experience reflects whether the Offeror has performed similar work before."

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section M, Attachment or Provision/Clause No. 24

Question No. 402 (Code 685)

In M.4.Criterion 2. Past Performance area (a) can be inferred in L.6.Criterion 2:Past Performance, but M.4.Criterion 2 areas (b) and (c) are not mentioned in L.6.Criterion 2: Past Performance. Please clarify this discrepancy.

Response:

Please refer to Section L Appendix 3.

Section M, Attachment or Provision/Clause No. 24

Question No. 403 (Code 686)

In M.4.Criterion 2: Past Performance, Notes on Past Performance Evaluation: #3. "Information involving more recent relevant performance shall receive greater consideration than information for performance that is less recent..." Does that mean, for example, that work two years ago is given more points than work three years ago? Is this weighted with how well the work was performed? Or with how relevant and applicable it is to INL's scope and challenges? Please clarify.

Response:

The quality and relevance of your performance and when you performed this work may be a consideration in the evaluation as described in Criterion 2.

Section L, Attachment or Provision/Clause No. 26

Question No. 404 (Code 687)

In L.6.Criterion 2: Past Performance, please clarify if area (d) "On a separate page(s), for each team member list all other activities meeting the criteria above..." refers to L.5. Criterion 1: Relevant Experience? What other activities is DOE referring to here?

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section L, Attachment or Provision/Clause No. 37

Question No. 405 (Code 688)

In L.7. Criterion 3: Resources Incorporated into the INL, DOE indicates in area (a) that "human resources" are a resource to be listed and area (b) requests a "completed Resource Commitment Form for each discrete resource proposed." Please clarify that which human resources are referred to here? Can we take it that area (c) indicates that this not a listing of the Key Personnel? Are these human resources individuals or institutions or both? So we need a separate form for each discrete person? Do we need a separate form for each institution?

Response:

This is not be a listing of Key Personnel or teaming partners. We will provide further clarification in the final RFP.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section M, Attachment or Provision/Clause No. 34

Question No. 406 (Code 689)

In M.4. Criterion 3: Resources Incorporated into the INL, please clarify the Note following area (a) "Note: The Offeror shall only receive credit for resources that represent new commitments to the INL during the term of the INL contract. No credit will be given for resources made available or refunded under any U.S. Government contract." What term does "term of the INL contract" refer to - the past term or the future term? Does "new commitments" mean resources that may have been developed in whole or part for DoD, for example, or NASA, but have never been applied at INL, cannot be given credit? This would seem to discourage cross-fertilization of technologies, ideas, and other applications contrary to the spirit of applied science and the history of nuclear developments. Please clarify.

Response:

The final RFP will provide clarification to this question.

Section L, Attachment or Provision/Clause No. 48

Question No. 407 (Code 690)

In L.8. Criterion 4: Technical and Business Management Plan, please clarify if area (a) "Describe commitments the Offeror has..." and (b) "Describe how the Offeror intends to work with these collaborative partners..." refers to the resources in L.7 Criterion 3: Resources Incorporated into the INL?

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section L, Attachment or Provision/Clause No. 15-

Question No. 408 (Code 691)

Describe how the Offeror's relevant experience fits into its proposed management of the INL. What does this mean?

Response:

Please refer to L.5, Criterion 1: Relevant Experience.

Section L, Attachment or Provision/Clause No. 9-

Question No. 409 (Code 692)

L.9 (c) Key Personnel pg. L-14 Orals: One Offeror sample problem or more than one? Can there be visual/graphics artists included on the team? Should copies of slides be provided with proposal, at the start of the presentation, or after the presentation?

Response:

There will be one cross cutting problem for each offeror. It may have multiple aspects. Please refer to L.9 Key Personnel, Criterion 5: Key Personnel: (c) Key Personnel Oral Presentation: (4) Attendees for instructions on who can attend the oral presentation and what roles they may assume in the oral presentation. Copies of slides must be provided at the start of the presentation. Any changes or additions to the slides made during the oral presentation must be provided at the completion of the oral presentation.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section L, Attachment or Provision/Clause No. 39

Question No. 410 (Code 693)

Electronic Media - Solicitation and Amendment Distribution. Recommend that, when posting information on the procurement web page, DOE use change bars, version numbers and headers or footer for dates.

Response:

Comment noted. The final RFP will reflect our determination.

Section L, Attachment or Provision/Clause No.

Question No. 411 (Code 694)

Resume Format, What does the signature on the bottom of the resume attest to? Accurate? Current? Available? Committed?

Response:

Yes, all of the above.

Section Z-General, Attachment or Provision/Clause No.

Question No. 412 (Code 695)

The past 10 years have seen two iterations of bringing in the perfect contractor. I do not believe in such a contractor. Every company will have strong and weak points. But with only 5 years in the contract there is little time to learn and no time to execute once they have learned. That said, there should be an avenue for DOE to dump a clearly incompetent contractor. I do not think that situation (incompetence) existed with LM or BBWI. But the resulting turmoil and uncertainty is very distracting. (I left the site in 1997 due to dissatisfaction with contractor and DOE management). My conclusion is that the new contract should be for 10 years with specific outlet conditions for DOE. If those outlet conditions are not met, the contract goes full term. We need to get away from each new DOE administration believing they have the solution.

Response:

We are taking comment under advisement. The final RFP will reflect our determination.

Section Z-General, Attachment or Provision/Clause No.

Question No. 413 (Code 696)

I am member of PACE local 8-0652 employed at Argonne-West. There is a Union contract in place that is different from the BBWI contract. The PACE/Argonne contract has an expiration date of May 31,2007. There is no mention of this contract in the AFP. The Workers at the Argonne site do not follow strict craft lines. This is completely different from the BBWI site. If this contract was kept in place the two units(Argonne and BBWI) would not need to combine seniority lists or job classifications.

Response:

Comment noted.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section C, Attachment or Provision/Clause No. 2.1

Question No. 416 (Code 699)

Section 2.1.A.12

We suggest that the list of other government programs to be supported (“Naval Reactors, Office of Science, Office of Energy Efficiency, etc.”) be expanded to specifically include the Office of Environmental Management, a major DOE sponsor of work at INL.

Response:

See response to Question 273.

Section C, Attachment or Provision/Clause No. 2.1

Question No. 417 (Code 700)

Clause C.2.1.C.5 states that the INL Contractor will provide technical and management support to the Office of Civilian Radioactive Waste Management, but the ICP RFP (clause C.11) assigns management of the National Spent Fuel program to the ICP Contractor. These clauses appear to be inconsistent. Which clause is correct?

We suggest that management of the National Spent Fuel program be moved to the INL where the capability resides.

Response:

Comment Noted. The final RFP will reflect clarification and our determination.

Section C, Attachment or Provision/Clause No. 2.2

Question No. 418 (Code 701)

Clause C.2.2.3 requires that the Contractor shall: “Aggressively streamline, upgrade, and plan for new infrastructure (such as a new fast test reactor) at the INL” It seems inappropriate to single out the “fast test reactor” alternative. We recommend that the parenthetical statement “(such as a new fast test reactor)” be deleted.

Response:

Comment noted. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 2.3

Question No. 419 (Code 702)

Clause C.2.3.G calls for interface agreements with existing site tenants, but does not deal with the need to transition Argonne National Laboratory (ANL) support. We believe it would be optimal to have ANL develop a universal agreement for the interim provision and eventual transition of support services currently in place with both INEEL and

ANL-W staff, programs, and facilities (to support the requirements of clauses C.2.3.G and C.2.5). We also recommend adding a new section, C.2.3.G.4, that directs the Contractor to: “Review, negotiate, and sign an interface agreement with Argonne National Laboratory for the interim provision and eventual transition of support services currently in place with both INEEL and ANL-W staff, programs, and facilities.”

In this connection, we request that copies of any existing MOU between INEEL and ANL regarding provision of services be made available.

Response:

Requirements for transition are addressed in Section C, 2.5.B. The existing MOU between INEEL and ANL will be made available on the Shared Library.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section F, Attachment or Provision/Clause No. 13

Question No. 420 (Code 703)

We believe that an extended term is necessary to enable long-term laboratory development and realization of DOE's national vision. Accordingly, we suggest that clauses F.1 and F.3(c) be changed to enable exercise of 5-year options based on outstanding contractor performance, up to a maximum contract length of 20 years.

Response:

We are taking comment under advisement. The final RFP will reflect our determination.

Section H, Attachment or Provision/Clause No. 10

Question No. 421 (Code 704)

Clause H.10 provides that: "If the Contractor and the Government agree that the Contractor retains title to a facility it builds during contract performance, the Government reserves an option to take title to the facility (including fixtures and other equipment used in the facility) if the Contractor does not complete contract performance for any reason." In light of the significant investments that may be made by the Contractor, the language "for any reason" needs more precise definition. Please be specific on performance criteria contained in the phrase, "if the contractor does not complete contractual performance for any reason."

Response:

Comment noted. The final RFP will reflect our determination.

Section H, Attachment or Provision/Clause No. 14

Question No. 422 (Code 705)

Section 14(c)(3)(iii) and (vii)

It appears that the new Contractor is required to maintain the existing defined benefit plan(s) for at least five years (subsection (iii)) and to establish new "pension and investment plan(s) for new employees." Are we correct in our understanding that the new Contractor is required to maintain two separate sets of plans for at least five years?

Response:

Yes.

Section H, Attachment or Provision/Clause No. 14

Question No. 423 (Code 706)

Section 14(c)(4)(i)

If the contract is terminated or expires without a follow-on contract, this clause calls for the Contractor to "continue as plan sponsor of all existing and follow-on pension and welfare benefit plans covering site personnel." Are we correct in assuming these post-termination responsibilities will be allowable costs?

Response:

Yes.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section H, Attachment or Provision/Clause No. 14

Question No. 424 (Code 707)

Section 14(d)(2)

We understand that the existing labor agreement with PACE will expire prior to the new Contractor's assumption of responsibility for the INL. Will BBWI be extending the existing contract with PACE? If so, what is the expected term of the new contract?

Response:

We anticipate the PACE collective bargaining agreement will expire when BBWI's contract performance is complete.

Section H, Attachment or Provision/Clause No. 15

Question No. 425 (Code 708)

Clause H.15(a) on severance pay does not deal with the potential that an employee, otherwise eligible for severance pay, may be offered employment with the ICP contractor (or one of its subcontractors). Will severance pay be due in that case?

Response:

No.

Section H, Attachment or Provision/Clause No. 18

Question No. 426 (Code 709)

Section 18(a)

We request that the DOE provide information on the cost of wages and employee benefit programs with the final RFP rather than waiting to provide that information during the transition period.

Response:

This information will be posted to the shared library.

Section H, Attachment or Provision/Clause No. 24

Question No. 427 (Code 710)

Clause H.24 appears to make the Contractor the insurer protecting against employee misconduct at all levels. Existing contract provisions at other laboratories cover this area in a more graded manner. This clause may drive the contractor, fearing severe penalties, to impose additional controls at a cost that exceeds the benefits of the controls.

For this reason, this clause is not in the government's interest, and we recommend its deletion.

Response:

Comment noted. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section H, Attachment or Provision/Clause No. 25

Question No. 428 (Code 711)

The preexisting conditions clause in the draft RFP, Clause I-40, Dear 970.5231-4) (Alternate II) provides that the Contractor shall not be responsible for any liability arising out of any condition, act, or failure to act that occurred before the Contractor assumed responsibility for the site. Proposed Clause H-25 appears to substantially limit the Contractor's protection by requiring the Contractor to identify and disclose to DOE such preexisting conditions within one year of assumption of responsibility. This is inconsistent with the plainly stated intent of the department when Clause I-40, Dear 970.5231-4) (Alternate II) was promulgated. Specifically, the preamble to the final rule states that "a contractor will not be precluded from recovering costs resulting from or related to preexisting conditions merely because the inspection failed to discover the condition." [62 Fed. Reg. 34846, June 27, 1997.]

We believe proposed Clause H-25 should be deleted from the final RFP for several reasons:

- (a) We are unaware of any similar limitation having been applied to other DOE contracts.
- (b) It is unrealistic to expect that all preexisting conditions will be identified in such a short time frame. (At both INEEL and ORNL, more than 4 years after transfer of responsibility to a new contractor, preexisting conditions are still being identified.)
- (c) If the limitation of Proposed Clause H-25 remains in the contract, the Contractor will be forced to expend substantial amounts of funds to establish a definitive baseline of preexisting conditions, even when such expenditures may not represent the best use of scarce resources.
- (d) The limitation of Proposed Clause H-25 is fundamentally inconsistent with the notion of fairness embedded in the preexisting conditions clause, namely, that a contractor should not be held accountable for the acts of others over which it had no control or influence.

Response:

Comment noted. The Final RFP will reflect our determination on this question.

Section H, Attachment or Provision/Clause No. 31

Question No. 429 (Code 712)

Clause H.31 provides: "Any cost incurred by the contractor in providing any resource incorporated into the INL contract under Clause H.34 is expressly unallowable under this contract." We suggest the reference in Clause H.31 to Clause H.34 be limited to Clause H.34(a), as we believe is intended. Otherwise, clause H.31 appears to make the costs of the Contractor's key personnel structure (H.31(b)) and the costs of transition (H.34(c)) unallowable.

Response:

Comment noted. The Final RFP will reflect our determination on this question.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section H, Attachment or Provision/Clause No. 32

Question No. 430 (Code 713)

We believe the intent of clause H.32(b) is that “the responsible party pays the fine.” Therefore, we suggest the following language more clearly expresses the intent of clause H.32(b) and should be incorporated into the final RFP:

(i) Liability and responsibility for civil fines or penalties arising from or related to violations of environmental requirements shall be borne by the party causing the violation irrespective of the fact that the cognizant regulatory authority may assess any such fine or penalty upon either party or both Parties without regard to the allocation of responsibility or liability under this Contract. This contractual allocation of liability for any such fine or penalty is effective regardless of which party signs permit applications, manifests, reports, or other required documents, is a permittee, or is the named subject of an enforcement action or assessment of a fine or penalty. The allowability of the costs associated with fines and penalties assessed against the Contractor shall be subject to the other provisions of this Contract.

(ii) In the event that the Contractor is deemed to be the primary party causing the violation, and the costs of fines and penalties proposed by the regulatory agency to be assessed against the Government (or the Government and Contractor jointly) are determined by the Government to be presumptively unallowable if allocated against the Contractor, then the Contractor shall be afforded the opportunity to participate in negotiations to settle or mitigate the penalties with the regulatory authority. If the Contractor is the sole party of the enforcement action, the Contractor shall take the lead role in the negotiations and the Government shall participate and have final authority to approve or reject any settlement involving costs charged to the Contract.

Response:

Comment noted. The Final RFP will reflect our determination on this question.

Section H, Attachment or Provision/Clause No. 34

Question No. 431 (Code 714)

Clause H.34(b) refers to the “Contractor’s organizational structure from L.8(d)(3).” However, clause L.8(d)(3) references “accounting and business systems the contractor will use.” Should the reference in clause H.34(b) be to L.8(d)(1), the section that refers to the Offeror’s proposed organizational structure?

Response:

Comment noted. You are correct. The final RFP will reflect the correct reference.

Section I, Attachment or Provision/Clause No. 14

Question No. 432 (Code 715)

The unilateral directive change process described in clause I.14 appears to be inconsistent with the process described in clause H.5(g). We suggest that the process in clause H.5(g) be used throughout.

Response:

While the SEB does not see an ‘inconsistency’ between Clause H.5(g) and the DEAR Clause 970.5204-2, it is confusing as to what actions the Contractor may or must undertake during the 30 period. We will therefore modify H.5 to reflect that during the 30 day period the Contractor may propose an alternative to the proposed addition to Section J, Attachment G AND provide that the Contractor shall provide in writing of the potential impact of the contractor’s compliance with the proposed new directive, as described in DEAR 970.5204-2.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section I, Attachment or Provision/Clause No. 19

Question No. 433 (Code 716)

Section 19(d)(iii)(2)

[The numbering scheme used in this clause is confusing. This comment relates to the paragraph beginning with the number “2” in parentheses at the bottom of page I-30.]

Please provide “the minimum performance levels specified in the Statement of Work” that are referenced in this contract clause.

Response:

Comment noted. The Final RFP will reflect our determination on this question

Section I, Attachment or Provision/Clause No. 19

Question No. 434 (Code 717)

This conditional payment of fee clause has several references to the “performance evaluation period” established under clause I.17, “Total Available Fee.” We understand that the performance evaluation period under the current INEEL contract is 6 months (and therefore the amount of fee at risk under the conditional payment of fee clause is 6 months’ worth of fee). Will the performance evaluation period under this contract also be 6 months?

Response:

No. Performance periods are defined in Section B.

Section L, Attachment or Provision/Clause No. 9

Question No. 435 (Code 718)

We recommend that this funding profile be updated in the final RFP to separate out subcontracted activities (such as Safeguards & Security), including specific estimates for DOE-EM work, and including FY-06 actual budget submittals.

Response:

Comment noted. The Final RFP will reflect our determination on this question.

Section Z-General, Attachment or Provision/Clause No.

Question No. 436 (Code 719)

Stewardship for its own safeguards activities and ensuring a strong internal vulnerability analysis program are important capabilities for a national laboratory. What portions of the Safeguards and Security will be procured as a separate contract by DOE? We suggest that this be limited to physical security and not include either safeguards or vulnerability analysis capability.

Response:

Comment noted. INL S&S work scope will be defined in the final RFP.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section H, Attachment or Provision/Clause No.

Question No. 439 (Code 722)

It would appear that DOE has effectively bypassed the Pace Union and the verbage on negotiation with the existing unions and deleted a significant number of Union positions from the negotiation process. Personally I belive this is send the wrong message to the incoming companies. The message I see is "yes we have unions but they do not count"

Response:

Comment noted.

Section L, Attachment or Provision/Clause No. 8

Question No. 440 (Code 723)

Please confirm that the proper definition of "down to the first supervisor level" in section L.8(d)(1) includes all of those personnel who report to key persons (or their equivalents) and above. Similarly, please confirm that "complete organization structure" includes that organization structure down to and including "first supervisor level" as defined immediately above.

Response:

Comment noted. The Final RFP will reflect our determination on this question.

Section H, Attachment or Provision/Clause No.

Question No. 441 (Code 724)

Section H.14 (c) (3) (iii) – Work Force Transition and Human Resources Management – Pay and Benefits – Pensions and Other Employee Benefits

This RFP provision might suggest that the INL M&O contractor may have pension responsibilities for ICP contractor employees. Please clarify the delineation of responsibilities between the M&O contractor and the ICP contractor as they apply to benefits administration.

Response:

The INL contractor will become a participating employer and sponsor the existing defined-benefit plan(s) with commensurate responsibility for administration of the plan(s) as described in clause H.14. The INL contractor will be responsible for administration of ICP benefits to the extent described in clause H.14.

Section L, Attachment or Provision/Clause No. 11

Question No. 442 (Code 725)

Section L.11 (c) – Fee

The RFP specifies a maximum annual fee amount of \$18.7 Million on a base of \$500 Million per year for the base and option contract periods. A quick calculation indicates this fee is 3.74% of the base. Please clarify whether the maximum fee possible is this 3.74% of the base or whether it is the \$18.7 Million as specified in the RFP table. If the fee is fixed at \$18.7 million as specified in the RFP table, is the fee for subsequent years fixed or can/will it be adjusted based on future circumstances (e.g. estimated costs; scope changes; etc.)."

Response:

Yes, \$18.7 Million is the maximum and will only change in accordance with Section B.2.c.

**Response to Questions
for
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Section M, Attachment or Provision/Clause No.

Question No. 443 (Code 726)

Section M.4 – Capabilities & Approach Criteria.

The RFP provides evaluation criteria and in some cases these criteria are quite specific. Is the omission of such items as ATR, SMC, etc. deliberate? Will the evaluation include the breadth of activities and responsibilities outlined in the Statement of Work?

Response:

The evaluation will be conducted as described in M. 4.

Section Z-General, Attachment or Provision/Clause No.

Question No. 444 (Code 727)

_____ is troubled to learn that the draft RFP for the INL RFP(DOE-RP07-03ID14517) contains no requirements for community development, economic development, or job creation—unlike the site's 1999 RFP.

The winner of the site contract will be the region's largest and most influential employer, and should have a corresponding responsibility to actively contribute to the economic viability of nearby communities. This is especially true at DOE sites, like INEEL, where a small population absorbs risks for the benefit of an entire nation.

Countless SE Idaho businesses behave as good corporate citizens without any contractual obligation to do so. They do it willingly, realizing it benefits all who live here (including themselves). There is no guarantee the next contractor will feel a similar obligation to the region, particularly since the contract inherently seeks to "finish" a job and leave, rather than remain indefinitely. And, unlike commercial businesses--where customers can vote with their feet--once your decision has been made and codified by contract, this community will have little recourse for challenging an unsupportive contractor.

We do not understand and cannot support this significant and harmful change. Please reconsider requirements to ensure the successful bidder will assume its rightful obligations to contribute meaningfully to the community and region.

Thank you.

Response:

Comment noted. Community commitment is addressed in clause H.39 and I.27. H.35 addresses small business considerations for local and Idaho businesses.

Section L, Attachment or Provision/Clause No. 11

Question No. 445 (Code 728)

It is not clear what significance, if any, is attached to the estimated fee base of \$500 million along with the the maximum fee. Please confirm that the total available fee proposed by the offeror is not subject to adjustment based on any difference between actual fee base calculated in each fiscal year pursuant to DEAR 970.5205-1 and the estimated fee base of \$500 million provided in the proposal.

Response:

Changes to available fee will be in accordance with Section B.2.c.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section H, Attachment or Provision/Clause No. 25

Question No. 446 (Code 729)

The restriction of “timely identification” of conditions to the first twelve months of the contract may be a problematic limitation on the DEAR language, particularly in regard to a site with a scale and history as vast as the Idaho site. The existence of a separate M&O contract with the ICP contractor further complicates the issue. Please explain whether DOE in all instances intends to deny reimbursement to the contractor for preexisting conditions that have not been identified in the first twelve months of the contract, or whether DOE will give some consideration to latent conditions or conditions otherwise clearly not created by the contractor.

Response:

Comment noted. The Final RFP will reflect our determination on this question.

Section H, Attachment or Provision/Clause No. 14

Question No. 447 (Code 730)

Will the contractor be obligated to pay severance or other termination benefits to employees of the incumbent who, within the first six months of the contract, are not retained? Will these severance costs be allowable under the contract?

Response:

As the Draft RFP is currently structured, severance costs for incumbent employees who do not retain employment after transition are not the responsibility of the INL contractor but will be the responsibility of incumbent contractors (BBWI or Univ. of Chicago.) Severance costs for hired INL employees are addressed in H.15.

Section H, Attachment or Provision/Clause No. 14

Question No. 448 (Code 731)

How will DOE or the Contracting Officer enforce or influence the “first preference in hiring” for incumbent contractor employees? In what other ways might DOE, including its Office of Contractor Workforce Restructuring, control or influence the number of incumbent contractor employees that the new contractor chooses not to retain?

Response:

Please see clauses H.14, H.19, and I.26.

Section H, Attachment or Provision/Clause No. 14

Question No. 449 (Code 732)

This paragraph appears to suggest that the contractor will be responsible for benefits administration of the ICP contractor. Appendix J-F-6, Services Provided by the INL Contractor to the ICP Contractor, and Section C, Scope of Work, are silent on this responsibility. Please clarify the contractor responsibilities for benefits administration of the ICP contractor. Please also confirm that costs associated with the requirement in H.14(c)(4)(i) (relating to continuation of plan sponsorship after contract termination/expiration) will be reimbursed to the contractor.

Response:

Please see responses to questions 441 and 423. The INL contractor will be responsible for administration of existing defined-benefit plan(s) to the extent described in clause H.14.

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for
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Section M, Attachment or Provision/Clause No. 4

Question No. 450 (Code 733)

It appears that offerors' Technical and Business Management Approach will be evaluated only for portions of the scope of work. Please describe how, if at all, offerors will be evaluated for their approach to parts of the Scope of Work not specifically referenced in L.8 or M.4.

Response:

The evaluation will be conducted as described in M.4.

Section L, Attachment or Provision/Clause No. 9

Question No. 451 (Code 734)

Please clarify whether the offeror may propose additional key personnel beyond those positions described in Appendix 1.

Response:

See response to Question 161.

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for
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Section Z-General, Attachment or Provision/Clause No.

Question No. 452 (Code 735)

IDAHO NATIONAL LABORATORY:

Background: Nuclear Science and Engineering

Nuclear engineering programs and departments were formed in the late 1950's and 1960's from interdisciplinary efforts in many of the top research universities, providing the manpower for this new technical discipline with an initial emphasis in fission reactor engineering. In the same time period, university nuclear reactors were constructed and began their operation for many of these programs, providing key facilities needed for research and training of students engaged in this profession. Since the 1960's U.S. universities have led the world in this technology with a commitment to furnish the necessary human resources and the associated infrastructure.

However, by the end of the last decade, the U.S. nuclear science and engineering educational structure had stagnated. The number of independent nuclear engineering programs and the number of operating university research reactors have both fallen by about half since the mid-1980s. On the other hand, demand for nuclear-trained personnel is again on the rise. The demand for new graduates at operating U.S. nuclear power plants is increasing and will undoubtedly remain high, given the plans for plant-life extension in the vast majority of operating light-water reactors in the U.S. In addition, there is continued growth of nuclear power in the Pacific Rim utilizing primarily U.S. developed technology, and DoE and industry renewed activity promises continued advances in the design of a future generation of nuclear fission reactors and associated advanced nuclear fuel-cycles; i.e., Nuclear Power 2010, Generation IV reactors and Advanced Fuel Cycle initiatives. Moreover, new initiatives are underway in applied radiation sciences, as well as new biotechnology initiatives, in collaboration with industrial and medical researchers. Finally, nuclear science and engineering (NS&E) continues to be needed in national security and includes technology related to arms reduction and verification, and enforcement of international treaties, as well as providing the US Navy with effective, safe nuclear propulsion. To meet these needs, nuclear science and engineering university programs must be refocused and coupled to these new industry and DoE initiatives as the new century begins.

Idaho National Laboratory: Future Nuclear Science and Engineering Laboratory

U.S. Secretary of Energy Spencer Abraham announced in Spring 2003 that the Department of Energy will compete and award separate contracts to implement the Department's plan to revitalize the nuclear energy mission at its Idaho laboratory complex. The laboratory, which will be renamed the Idaho National Laboratory (INL), will specialize in developing advanced nuclear energy technologies and investigating other ways of responding to the Nation's future energy and national security requirements. The Department's Office of Nuclear Energy, Science and Technology (henceforth referred to as the Office of Nuclear Energy) will manage the laboratory. The DoE goal is to have the INL emerge as one of the world's premier nuclear science and engineering research and nuclear engineering institutions.

The remaining portion of the current Idaho National Engineering and Environmental Laboratory will form a separate environmental laboratory focusing on the cleanup work from its security legacy needed for environmental sustainability. This environmental cleanup project, under the direction of the Office of Environmental Management, presently is expected to include the remediation of legacy wastes and disposition of surplus facilities at the site. Work will be managed on a project basis, focused on prioritizing risk reduction.

Last year, Secretary Abraham announced these plans to return the Idaho complex to its historic mission of nuclear science and engineering development in order to support the Nation's expanding nuclear energy initiatives. Since then, the Department has been engaged in comprehensive planning for the site's future. These plans place Idaho at the center of the Department's efforts to develop advanced Generation IV nuclear energy systems, nuclear hydrogen production technology, Advanced Fuel Cycle Initiative technologies, as well as to assist NASA in the development and testing of space power systems.

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While the detailed scope of the laboratory contract is under development, as currently envisioned the laboratory will be composed of the current research divisions of the Idaho National Engineering and Environmental Laboratory and Argonne National Laboratory-West, and its work will include:

- Assembling the capabilities for research and development of designs for a prototype Generation IV nuclear power system, and help lead the Advanced Fuel Cycle Initiative;
- Establishing a strong science and technology leadership team that will partner with the Department to implement its nuclear technology and security vision for the laboratory;
- Integrating Idaho nuclear energy capabilities under a future-focused management structure.

The Need for Future Nuclear Science and Engineering Professionals

The number of nuclear science and engineering programs at the undergraduate and graduate level experienced a precipitous drop in the 1990's. Closures and decreases in size of these programs and departments is linked to the decrease in enrollment of undergraduate and graduate students as well as the research support from federal and industrial sources during that decade. Another worrisome feature that compounds this problem is that the faculty in the discipline are aging. Over two-thirds of faculty are 45 years old or older and the number of new faculty hires has diminished by over 20% in the 1990's.

Not surprisingly, it appears that the demand for nuclear engineers now exceeds the supply. The gap by which demand exceeds supply is expected to grow unless the supply increases significantly, at all professional levels. Significant growth of this gap in the near future could be detrimental to national interests. These human resource estimates are based on a study conducted by the American Society of Engineering Education (Was et al, 1999). It suggests that such professional positions go unfilled with other disciplines receiving on-site training to fulfill short-term needs.

Only recently, after the energy concerns related to power shortages in the western United States and associated deregulation mishaps have these downward trends in the human resource been temporarily abated. Although we have seen a reversal of the downward trend and an increase in the undergraduate enrollments for nuclear engineering in the last couple of years, this rebound is fragile and needs to be nurtured and enhanced. This ad-hoc committee believes there needs to be a major focus on enhancing future nuclear science and engineering human resource at all professional levels; i.e., young faculty, graduate students and undergraduate students.

A Proposed Educational Component to the INL Mission: INL Nuclear Power Academy

This _____ proposes that the Department of Energy, specifically the Office of Nuclear Energy, include an educational objective to the overall mission of the new Idaho National Laboratory (INL) through this enabling Request for Proposal.

The vision for this added educational objective is to enhance the human resources needed to develop innovations in nuclear science and engineering as well as to maintain this human resource for the continuance of the discipline through the 21st century. This effort would focus on nuclear science and engineering, but would be expected to involve allied disciplines (e.g., health physics, chemical engineering, electrical engineering, materials science, and mechanics and mechanical engineering) to develop an interdisciplinary thrust for future human resource development. These mechanisms for mutually beneficial INL and university interactions could provide a foundation for other DoE national laboratories to build upon.

The _____ recommends the following elements be incorporated into the INL management structure to assure the appropriate level of university input into laboratory planning:

- Establish an Associate Laboratory Director for University Relations

- Establish positions for University representation on the INL Board of Directors

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- Establish a process for University representation on INL technical advisory committees

The new Idaho National Laboratory's educational mission should involve the entire nuclear engineering academic community, rather than only those few institutions that would be involved on a rotating basis in the INL management consortium. With the Office of Nuclear Energy committed to and providing on-going support for the overall mission of enhancing the future nuclear science and engineering human resource, the new INL would assume a central role in support of this DoE-NE mission; e.g., partnering with university programs through LDRD long-term projects or providing key nuclear technology research infrastructure resources and facilities so that all university programs can be partners in advanced nuclear science and engineering research and development. This partnership can be consummated in many practical ways between the INL and the university community. This ad-hoc committee envisions many possibilities – some potential actions include, but are not limited, to the following:

- Providing a university grants program between nuclear engineering programs and the INL;
- Integrating (including remote access) and supporting unique research facilities that exist at the INL and at universities with nuclear engineering programs (e.g., INIE resources);
- Special arrangements and considerations in contracting between the INL and universities.

The _____ envisions that the INL could develop such a comprehensive educational program that seeks to enhance the number and quality of future nuclear science and engineering professionals. This program could be organized in the form of a "The INL Nuclear Power Academy" that partners with university nuclear engineering programs in these unique ways, thereby enhancing the long-term human resources for nuclear science and engineering.

DoE Office of Nuclear Energy Support of University Programs and INL Nuclear Academy

In addition, _____ recommends to the Nuclear Energy Research Advisory Committee (NERAC) that the following program initiatives be directed by and funded through base support of the University Programs budget of the DoE Office of Nuclear Energy in support of this Idaho National Laboratory Nuclear Power Academy:

1. Enhance the graduate student pipeline to maintain the future health of the NSE discipline: This should be focused on providing a continuing resource of graduates with post-baccalaureate education and technical expertise that can be employed at our leading universities, the national laboratories and all parts of the industry; e.g., providing role models for educating and sustaining our future personnel needs. To accomplish this requires a coordinated effort for recruitment at each level in the university program as well as the proper resources for graduate student fellowships and scholarships. Currently, the DoE and the industry have limited programs for such fellowships; i.e., the current program of \$0.8 million provides fewer than a half-dozen new doctoral fellowships every year for the whole nation in fission reactor engineering and health physics. This effort needs to be augmented in size and scope for our future success in the discipline. The committee recommends that a new element be implemented in the DoE-NE University Programs budget and in support of INL Nuclear Power Academy:

Initiative: Institute the historical AEC model for doctoral fellowships and masters traineeships in nuclear science and engineering from a range of undergraduate disciplines to promote technical diversity and interdisciplinary activities; e.g., chemical engineering, electrical engineering, materials science and mechanics, mechanical engineering, and health physics in addition to nuclear engineering. Traineeships would form the basis for nuclear engineering majors at the masters and pre-doctoral level for the first two years and doctoral fellowships would be competitively awarded to top-notch students who want to pursue advanced degrees and conduct fundamental research in collaboration with INL research staff. Both trainees and fellows would complete internships at INL to better integrate their research activities. The trainee's or fellow's host university would receive a modest grant to support expenses associated with integrating student research

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objectives with the INL research agenda, e.g., funding for faculty or student research travel to INL.

2. Recruit/retain young faculty in nuclear engineering via an INL Young Investigator Award: The committee recognizes that nuclear engineering departments have had difficulties in attracting new faculty members into their programs. In addition, even though a demonstrated need exists, some engineering administrations are reluctant to approve new positions in nuclear engineering because of the uncertainties associated with long-term student enrollments and graduate research support. The committee recommends that DoE-NE implement in the University Programs budget a targeted program for junior faculty.

Initiative: Instituting a junior faculty young investigators program (e.g., for new faculty at 7 years or less from the time of their first academic appointment) would be of great benefit to new assistant professors in beginning their research programs and involved in nuclear systems engineering; i.e., patterned after the NSF PYI award or the Young Investigator Awards from the DoE Office of Science or the DOD, ONR or AFOSR programs. In addition, it could benefit the nuclear engineering and health physics programs by demonstrating to their administration that a program exists to provide new faculty with the opportunity to begin their research careers. This “INL Nuclear Systems Engineering Young Investigator Award” program would be a competitive program and could encourage these new faculty to become involved in the INL basic research directions in nuclear science and engineering affiliated with the mission-oriented goals of the DoE programs, such as Generation IV reactors and Advanced Nuclear Fuel Cycle Initiative.

Initiative: Instituting jointly funded faculty positions in those areas where both INL and the university nuclear engineering program have common interests in further developing a specific area of expertise. INL would commit for five years to support 25%-75% of a new faculty position, after which time either the university would assume the full salary responsibility or INL at its discretion would elect to continue supporting this position. The faculty member in this position would undertake research that is of mutual interest to INL and the university. ORNL has established such jointly funded positions with its universities association and initial results appear very positive.

3. Enhance and improve the undergraduate nuclear science and engineering discipline: The committee recognizes that the undergraduate discipline will continue to evolve in the 21st century and this evolution will be different within various university programs. Nevertheless, the panel feels that the discipline of NS&E should be preserved as a “systems engineering core competency”. This belief is predicated on the need for our graduates to have professional training in nuclear fission engineering within the context of systems engineering and design. This may be one of the most important responsibilities of university nuclear engineering faculty as they reestablish the foundation for a renewal of the discipline in the future. This is a fertile area for innovation in which research advances can play a role in the reshaping of undergraduate and graduate curriculum and their associated pedagogy. Curriculum development should be a key part of DOE resource investment in the future. The committee recommends that DoE-NE encourage the new Idaho National Laboratory to undertake the following initiatives:

Initiative: Establish a Nuclear Power Summer School for faculty and students as part of the INL Nuclear Academy. This summer school would allow new university faculty as well as top-notch undergraduates from the various nuclear engineering programs to be brought together and interact with the INL research staff on Generation IV and AFCI capstone design projects that are synergistic with the long-range DoE-NE mission for developing advanced nuclear technologies.

Initiative: INL should support distance learning course material and facility development for the delivery of seminars, short courses and academic courses for credit. These seminars and courses should be developed by INL staff and university faculty, sometimes jointly, and available to national laboratories’ staff and university students and faculty.

4. Enable and enhance research discoveries in nuclear science and engineering with INL staff: The committee supports collaborative research programs at the INL that involve university nuclear engineering programs and the INL nuclear science and engineering research staff. In the past the INEEL has used LDRD funds to focus

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on long-range initiatives in nuclear science and engineering that were synergistic with their current DoE programs but also afforded new opportunities for the laboratory's research future. The committee recommends that the INL research staff develop an LDRD research partnership with university nuclear engineering programs.

Initiative: Institute the LDRD INL/University Program for university research organized in a manner that allows for high-risk research initiatives that are supportive of the INL research agenda. This program would be complimentary to and synergistic with follow-on NEER and NERI research. Key steps to accomplish this strategy are to maintain the Nuclear Engineering Education Research program (NEER) and increase the base funding for the NEER. Currently, this program involves a very modest investment in university research in basic nuclear science and engineering (\$5 million in FY2000). This program has allowed university researchers to pursue innovative ideas and make discoveries that can take us beyond our present understanding; i.e., provide the 'spark' for innovative, future nuclear technologies. Since the NSF and other basic science programs generally believe that nuclear science and engineering basic research is the responsibility of the mission-oriented DOE the NEER program plays a very critical role in sustaining the intellectual growth and development of the discipline in our university research communities. The committee is also aware of the newly reorganized Nuclear Energy Research Initiative program (NERI) for university programs. The proposed LDRD INL/University program should be coordinated with, but remain separate from the NEER and NERI programs.

Initiative: To further enhance the opportunities for discovery and innovation the INL should also actively support obtaining security clearances for university faculty in research areas where this is appropriate. Having these clearances enables university faculty to be more deeply involved in research activities at the INL that might be of a more sensitive nature related to advanced nuclear fuel supply and recycling technologies.

5. Enhance the national activity in communication and outreach in NS&E to identify the broad benefits of nuclear science and engineering. It is the committee opinion that nuclear engineering specifically (and probably the physical sciences in general) suffers from a distinct lack of understanding by the general public. One could contend that this is one of the underlying reasons why the technology is viewed with uncertainty and apprehension. The committee recommends that university nuclear engineering programs contribute to improved communications on technology to the public.

Initiative: The university nuclear engineering programs should be called upon and supported, since they may be in the best position, to work with the INL to develop an innovative approach to outreach and pre-college education. Success in this area could have a major impact with regard to the image of the discipline and its future human resources, and can be aligned with the INIE outreach activities.

Response:

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**Section Z-General, Attachment or Provision/Clause No.
Question No. 453 (Code 736)**

Comment on the DRAFT Idaho National Laboratory
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On February 4th, 2004, President Bush signed an Executive Order that provides a strong framework for the Federal Government to improve management of Federal Real Property. The Order requires the General Services Administration to establish a "single, comprehensive and descriptive" database of property held by executive branch agencies. A database satisfying this requirement has existed at the INL for several years. The database is proven, flexible and ready for export Government-wide. Any Federal Government agency with large campus environments (Park Service, Military Bases, Department of Energy, General Services Administration) is a candidate for this INL core competency.

Please consider breaking out real property management and planning requirements from the INL RFP and competing that work as a small business set-aside with the assigned goals of applying the INEEL's best-in-government real property management and planning methods to the INL and exporting this unique capability to other agencies.

The INL's computer aided real property planning methodology can be extended to tracking progress on RCRA and CERCLA sites and serve as the foundation for a Long-term Stewardship programs.

DOE Order 430.1B Real Property Asset Management communicates the requirements and identifies mechanisms for the management and planning of DOE real property assets. The Order was implemented to ensure DOE real property acquisition, sustainment, recapitalization and disposal are balanced – sitewide –so that real property assets are available, utilized and maintained in a suitable condition to accomplish a site's current and future missions.

The INEEL has been recognized as a U.S. Government leader in the arena of real property management and planning. The current cognizant INEEL staff and the real property inventory and planning systems they have developed have supported other DOE laboratories and DOE Headquarters, and are now being requested to support other federal agencies. If this expertise and unique capability is properly positioned in the new INL laboratory, it will enable NE to be efficient and effective in it's new assignment as the INL's Lead Program Secretarial Office (LPSO), it will ensure the requirements of DOE O 430.1B are met, and it will be available for technology sharing across the DOE complex and to other government agencies. However, if this expertise and unique capability is not properly positioned and applied in the new INL laboratory its ability to provide the optimum support to the INL and the opportunity to export a unique and effective capability could be lost.

The best method of effectively managing INL sitewide real property assets, supporting all of the site's missions, serving LPSO needs, meeting the requirements of DOE O 430.1B, and exporting a unique capability to others, is to extract real property management and planning work from the INL RFP and competing it as a stand-alone segment of work that can function with a sitewide purview and from an unbiased position.

Retaining and effectively applying the INEEL's best-in-government real property management and planning capability is in the best interest of NE, NE-ID, the INL, INL tenant programs, other DOE laboratories and other government agencies.

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Response:

Comment noted.

Section Z-General, Attachment or Provision/Clause No.

Question No. 454 (Code 737)

DOE's location is unique in Idaho and so are Idaho's people. It is vital that the LDRD component be reinstated at the maximum level.

Response:

Comment noted.

Section H, Attachment or Provision/Clause No.

Question No. 455 (Code 738)

Section H, 39. Suggest that this section be strengthened to indicate that the Contractor is required to conduct business and engage in community involvement and the specific performance identified by a measured yearly performance both monetary and leadership visibility in the region.

Response:

Comment noted.

Section F, Attachment or Provision/Clause No.

Question No. 456 (Code 739)

Section F,1. In order to secure and maintain qualified workforce, it is imperative that the contract term indicate a committed 10-year time period.

Response:

We are taking comment under advisement. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No.

Question No. 457 (Code 740)

Section c, 2.1A. The university participation in the contract management team needs to be strengthened. A specific and meaningful requirement of participation and partnerships of Idaho universities must be specifically identified. A simple "develop relationships" does not provide the necessary commitment for university involvement to satisfy this community.

Response:

Comment noted. The final RFP will reflect our determination.

Section A, Attachment or Provision/Clause No.

Question No. 458 (Code 741)

Section A, #5. The university participation in the contract management team needs to be strengthened. A specific and meaningful requirement of participation and partnerships of Idaho universities must be specifically identified. A simple "develop relationships" does not provide the necessary commitment for university involvement to satisfy this community.

Response:

Comment noted. The final RFP will reflect our determination.

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Section H, Attachment or Provision/Clause No. 14

Question No. 459 (Code 742)

Under H 14 (d) Labor Relations (2)

Why is DOE giving preferential wording to the PACE union, in the RFP and discriminating against the rest of the unions on the INEEL by not listing them along with the PACE union?

Response:

See response to Question 13.

Section H, Attachment or Provision/Clause No. 14

Question No. 460 (Code 743)

H 14 (b) Hiring Preferences (1)

Why is the hiring preference in this sub-article not following the same wording in sub-article H-19 (b). Is it not the intent to give those who have paid the price the opportunity to have first preference in hiring for vacancies?

Response:

H.19 applies to workforce restructuring eligible employees, H.14 may apply to other employees who are not workforce restructuring eligible.

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Section C, Attachment or Provision/Clause No. 2.4

Question No. 462 (Code 745)

The INL RFP should specifically identify some additional areas of environmental research, support, and compliance that are not currently addressed. The mission of ICP project managers will be to complete their projects in the minimum time necessary and with the minimum cost required. In fact they will be incentivized to do so. This could also lead to an attitude of minimal compliance and record keeping. Once ICP activities at specific areas are complete, however, the INL contractor (and NE-ID) will have continuing, long-term responsibility for monitoring, surveillance, maintenance of institutional controls, information management, reporting, etc. The most responsible way to ensure that proper actions have been taken related to monitoring and record keeping is to assign all such monitoring and information management now to the INL contractor who (with NE-ID) will ultimately have that responsibility. If some monitoring and compliance activities are included in the ICP contract and some in the INL contract, it is likely to lead to significant differences (despite the best oversight efforts of NE-ID and regulators) in those programs. There is some uncertainty about how long-term monitoring activities might be funded and managed in the future (e.g. by Legacy Management or perhaps by the Office of Future Liabilities?) but the final obligations will fall to NE-ID and its M&O contractor for the INL.

Some specific areas that come to mind are:

- Site-wide environmental monitoring, including that related to RCRA and CERCLA; to ensure these activities are done in a consistent, compliant manner, they should be carried out by the INL contractor.
- Cultural resource compliance and archives and records management for cleanup and for ongoing and future new (NE or other) projects should be the responsibility of the INL contractor.
- Ecological risk assessment and ecological surveys and monitoring for the entire INL site (which includes what are currently ICP facilities) should be under INL.
- Geographical Information System support, currently in 2 groups at INEEL, should stay under the INL contract even though considerable current and future support is provided to ICP.

Assigning these types of responsibilities for the whole site to the INL contractor now also keeps a “critical mass” of appropriate scientists and engineers in the organization which has a long-term future, thus promoting the growth of future programs in these areas.

Response:

Comment noted. The final RFP will reflect our determination.

Section J, Attachment or Provision/Clause No. 6F

Question No. 463 (Code 746)

Essential Services. Will the final RFP should provide the basis of estimate and breakdown by FTE/non labor dollars for the essential services to be provided by the INL Contractor to the ICP Contractor?

Reference: INL RFP Attachment J.F.6

Response:

No, however, the amounts in Attachment J-F 6 are derived from the FY 2004 indirect baseline which is included on the Shared Library.

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**Section C, Attachment or Provision/Clause No. 2-
Question No. 464 (Code 747)**

The INL RFP Executive Summary states that “DOE is still evaluating specifics aspects of the NGNP program”, yet the proposal states the INL Contractor will be expected to:

- o “Lead the U.S. research, development and exploration of Next Generation Nuclear Plant (NGNP) technologies and carry out this mission in cooperation with other national laboratories, universities, international partners, and the private sector”.

- o “Act as the lead systems integrator for the DOE Office of Nuclear Energy, Science and Technology (NE) near and long-term missions to develop Generation IV (GEN IV) nuclear technologies and advanced fuel cycles.”

- o “Recruit and retain highly skilled, experienced, world-class talent to perform the work” at the INL. Given the above contractor expectations stated in the proposal and since the NGNP will be the Laboratory’s major facility--like the Advanced Photon Source at Argonne or the Spallation Neutron Source at Oak Ridge—procurement responsibility for the NGNP should also be given to the INL Contractor.

Reference Sections C. 2.1.A.1, C.2.1.A.2 and C.2.3.C.2

Response:

**Section L, Attachment or Provision/Clause No. 4
Question No. 465 (Code 748)**

In L.8 Criterion 4, Technical and Business Management Plan Item (a) states “

“Provide a technical and business management plan for achieving the DOE vision and statement of work for each of the underlined sections described below.”

This language implies that the DOE wants a proposed management plan for achieving “the DOE vision” and we assume this mean providing the approach for the three major technical program elements contained in Section C 2.1 Specific Mission Performance Requirements, with emphasis on the four sub elements under L8. Criteria 4 b. The L.8 section is not clear and since M 4. Criteria 4a does not discuss the management plan to achieve the vision we would appreciate clarification on what is wanted in the proposal on the topic of “achieving the DOE vision.

Reference: L.8 Criterion 4, Technical and Business Management Plan Item (a)

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

**Section Z-General, Attachment or Provision/Clause No.
Question No. 466 (Code 749)**

Can you provide a better breakout of funding required to operate the facility? The appropriated funding does not show where all of the money goes. A brake similar to the working document used by or submitted from the current contractor would be helpful to keep a level playing field.

Response:

Comment noted. The final RFP will reflect our determination.

**Response to Questions
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Section Z-General, Attachment or Provision/Clause No.

Question No. 467 (Code 750)

How many people work counter intel problem? If that information is not available, how big a facility do they operate?

Response:

The BBWI Organization Charts on the shared library contain the staffing information for the INEEL. ANL-W counterintelligence (CI) program staffing is 1. The INEEL CI program is located in the ID-S facility in Idaho Falls.

Section None Selecte, Attachment or Provision/Clause No.

Question No. 468 (Code 751)

What are the terms of the leases for each of the facilities? Please include length, cost, and contract options for termination or renewals.

Response:

Copies of leases will be posted to the shared library.

Section Z-General, Attachment or Provision/Clause No.

Question No. 469 (Code 752)

What is the status of depleted uranium legal claims against SMC?

Response:

No known claims are pending.

Section None Selecte, Attachment or Provision/Clause No.

Question No. 470 (Code 753)

Since access to SMC was not available due to classified status, there is limited knowledge for non-incumbant contractors. Is it possible for one or two persons who have current investigations and polygraphs obtain limited SAP administrative clearance to see facilities and administratvie operations?

Response:

No. We will put as much information as possible about SMC operations in the shared library or in section J of the RFP.

Section F, Attachment or Provision/Clause No. 1

Question No. 471 (Code 754)

F.1(d)- Term of Contract, pg. F-1, states "it is DOE's intent to have a long term contractual relationship..for...maintenance of Federally Funded Research and Development center (FFDRC) status". Consistent with that statement and with developing an entire program it would seem at leasta 10-yr term would be more reasonable.

Response:

We are taking comment under advisement. The final RFP will reflect our determination.

**Response to Questions
for
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Section F, Attachment or Provision/Clause No. 3

Question No. 472 (Code 755)

F.3(c), pg.F-2, FAR 52.217-9 - Option To Extend The Term Of The Contract - states, "the exercise of any options under the clause, shall not exceed 10 years." If it is DOE's intent to have a long term contractual relationship for the FFRDC, why not consider a longer duration of 20-25 years?

Response:

Comment noted. The final RFP will reflect our determination.

Section H, Attachment or Provision/Clause No. 4

Question No. 473 (Code 756)

A Contractor Assurance System was not contained in the previous contract. Is this a deliverable for the proposal?

Response:

No, but it will be a deliverable for the contract.

Section H, Attachment or Provision/Clause No. 31

Question No. 474 (Code 757)

The H.31 clause references items in clause H.34 as being unallowable. However, clause H.34 includes subparts (b) and (c) that refer to the Contractor's accounting management systems and transition plans. Please provide clarification that costs associated with subparts (b) and (c) are allowable.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination

Section J, Attachment or Provision/Clause No. P

Question No. 475 (Code 758)

It does not seem reasonable to expect the new INL Contractor to develop and have the disposal capacity on-line by the specified dates (Oct. 1, 2008 - contact-handled; Oct. 1, 2009, for remote-handled LLW) as stated in the second paragraph under "Radioactive Waste" on pg. J-P 1? Shouldn't this be negotiated with the new INL Contractor?

Response:

Comment noted. The final RFP will reflect our determination.

Section H, Attachment or Provision/Clause No. 11

Question No. 476 (Code 759)

Public Communications - This section should encourage(require) that the contractors work with organizations(state and regional)to increase the knowledge and use of the laboratory. Many citizens of the state and region have no idea about the capabilities or successes of the laboratory. Linking efforts to existing organizations can increase the level of knowledge and exposure of the laboratory as well as attract "new"business.

Response:

Comment noted.

**Response to Questions
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Section K, Attachment or Provision/Clause No. 14

Question No. 477 (Code 760)

Shouldn't FAR 52.252-1, included in reps in certs, be provided in Section L, "Instructions, Conditions, and Notices to Offerors (as it is in the ICP solicitation, section L.41)?"

Response:

No, there are no provisions incorporated by reference in Section L.

Section H, Attachment or Provision/Clause No. 35

Question No. 478 (Code 761)

Small Business Subcontracting Plan - Encourage(require) bidders to include in plan linkages to existing state and regional partners who work directly with small businesses. Metrics should be established to ensure that these goals are met and exceeded annually.

Response:

Comment noted. The final RFP will reflect our determination.

Section F, Attachment or Provision/Clause No. 1

Question No. 479 (Code 762)

Change contract to length to 10 years. Building a multi-program lab in the current budget environment is not possible within a 5 year timeframe. This is especially true given the issues of the "Energy Bill" and the funding of the science and technology in the current budget(2004) and the President's budget for 2005. The split of the current contract will initially reduce the funding for the laboratory and it will take 3 to 5 years to return to "pre-split" levels. It will then take another 3 to 8 years to build towards a sustainable laboratory(\$800M or more).

Response:

We are taking comment under advisement. The final RFP will reflect our determination.

Section J, Attachment or Provision/Clause No. P

Question No. 480 (Code 763)

1. Section J, Attachment P states that "the INL contractor is responsible for the safe and effective management of all NE-owned SNM presently located at the TRA and ANL-W facilities." Will DOE provide more detailed information as to the types and quantities of unclassified SNM located at these two facilities? Will DOE provide a value (\$\$) of both classified and unclassified SNM inventories? Are there other facilities that contain SNM besides the TRA and ANL-W facilities?

Response:

Section Z-General, Attachment or Provision/Clause No.

Question No. 481 (Code 764)

Will DOE supply specific information on all leased facilities in town for which the INL contractor will be responsible, e.g., lease terms, end dates, square footage, and \$/square foot, etc?

Response:

See response to question 468.

**Response to Questions
for
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Section M, Attachment or Provision/Clause No. 4

Question No. 482 (Code 765)

Please clarify the Note following M.4 Criterion 3, Resources Incorporated into the INL, area (a)"Note: The Offeror shall only receive credit for resources that represent new commitments to the INL during the term of the INL contract. No credit will be given for resources made available or funded under any U.S. Government contract." Is this referring to the past, present, or future "term of the INL contract" and does 'new commitments' mean resources that have never been applied at INL (e.g. Work For Others) or elsewhere?

Response:

Please see response to Question 406.

Section F, Attachment or Provision/Clause No. 2.

Question No. 483 (Code 766)

Requirement for metrics and private sector involvement regarding technology transfer and commercialization. Universities, particularly those within the region, have demonstrated little, if any, success at either transferring or commercializing technologies. It is imperative that this section specify the need to involve the private sector and/or organizations that work directly with them to ensure that there is a return on investment for the research and development work done within the laboratory. The efforts of the last two contractors while commendable has had little, if any, economic impact on the region or the state.

Response:

Comment noted.

Section Z-General, Attachment or Provision/Clause No.

Question No. 484 (Code 767)

In the course of DOE's finalizing its Request For Proposals for the management and operation of the Idaho National Laboratory (INL), we recommend that DOE encourage the successful Offeror to develop and use innovative asset management strategies for private sector development, financing and investment in the Laboratory's facility and capital infra-structure requirements and programs. Such initiatives have a proven track record as being a cost-effective means for securing the development of needed administrative buildings and laboratories as well as for providing for the renovation, replacement or modernization of required infrastructure improvements (e.g., utilities, parking) without burdening public capital budgets. For example, at the Oak Ridge National Laboratory, a 300,000 sq. foot facility was developed through a first-of-its-kind public-private initiative that used private sector resources and expertise to fund and construct the project without using the operator's or federal government's capital or credit. Similar efforts are now underway at the Argonne National Laboratory, Brookhaven National Laboratory, and at other DOE Laboratories. DOE's experience with these types of initiatives to date has been very positive – the ORNL project was completed under budget and ahead of schedule. Other federal agencies' experience show equally impressive results. However, it must be noted that while there are demonstrated financial and program benefits, perhaps the most significant aspect of these types of initiatives is that they provide flexibility to DOE and the operator to shift limited program resources away from facility and infrastructure costs so that such may be directly applied toward science, research and technology development.

We believe such an amendment will enhance DOE's vision as articulated in the RFP for expanding private sector participation in development of the Laboratory, increasing collaborative efforts between the public and private sector, maximizing the use of existing resources and focusing limited resources on the Laboratory's scientific and research objectives at the INL.

Response:

Comment noted. The Final RFP will reflect our determination on this question.

**Response to Questions
for
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Section H, Attachment or Provision/Clause No. 25

Question No. 485 (Code 768)

Shouldn't clause H.25 be deleted since the manifestation period of liabilities, related to conditions that could have occurred prior to the contractor assuming management and operation of INL, is impossible to determine (and certainly is significantly longer than 12 months)? Asking a contractor to assume the risk for events or conditions over which it had no control is unreasonable.

Response:

Please see response to Question 446.

Section Z-General, Attachment or Provision/Clause No.

Question No. 486 (Code 769)

General - The success and the longevity of the INL concept is dependent on several factors. Two key factors are 1.) length of contract and 2.)Funding. As the draft RFP stands it would appear that there is a lack of sincere committment to Idaho from the Dept. of Energy. Being the lead NE lab given the current status of funding and a lack of an "Energy bill" that supports nuclear might lead people to question how long the laboratory can survive. It is clear to me and others that unless there is a longer term contract and a committment to actually growing(funding) a multi-program lab that a national asset may disappear from Idaho. Encouraging a larger and stronger collaboration to the private sector and organizations that represent and work with them directly is "path forward" that will require something different than government as usual. Fee-based metrics for increased contracting,collaboration, communication, research and commercialization with the business community would be a huge step ensuring that the laboratory survives and prospers.

Response:

Comment noted. The final RFP will reflect our determination.

Section B, Attachment or Provision/Clause No. 1

Question No. 487 (Code 770)

Section B.1 states that the Contractor shall provide the “personnel, materials, supplies, and services necessary to manage and operate the Idaho National Laboratory (INL) pursuant to Section C, Statement of Work, or as directed by the Contracting Officer.” Are we correct in understanding that when the Contracting Officer directs the Contractor to manage and operate the INL in a manner that is different from that specified in Section C, Statement of Work, that such a change would be governed by the Changes Clause, I.53 DEAR 970.5243-1?

Response:

Yes, the CO can direct new work scope or variations of current work scope by the Changes Clause.

Section B, Attachment or Provision/Clause No. 2

Question No. 488 (Code 771)

Question: Section B.2(c) states that there shall be no adjustment in the amount of the fee based on differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work. Are we correct in understanding that this section means that the amount of the fee will not reflect equitable factors that may otherwise suggest a fee reduction in the event of contract underruns or a fee increase?

Response:

Fee is subject to adjustment only under the provisions of the Changes Clause (I.53).

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section B, Attachment or Provision/Clause No. 4

Question No. 489 (Code 772)

Question: Section B.4 states that profit earned by a subcontractor is not an allowable cost if the subcontractor is “wholly owned, majority owned, or affiliate of any team member.” Are we correct in understanding that this provision would apply, consistent with DEAR 952.209-72, if there is a power of control, even if not exercised, such as through a debt instrument?

Response:

Power of control through a debt instrument may not rise to the level of ownership or affiliation. We would have to look at this issue on a case-by-case basis.

Section C, Attachment or Provision/Clause No. 1

Question No. 490 (Code 773)

Question: Are we correct in understanding that where the objectives listed in Section C.1 whose outcomes are beyond the control of the Contractor – specifically Objective 12, “conduct activities and the work in a manner that instills public confidence in the INL,” and Objective 13, “conduct public outreach in a manner that actively generates support for INL” – that evaluation of the Contractor will be made on the Contractor’s conduct, as described by Section H.11(b), rather than on whether or not public confidence or general support for INL increase?

Response:

No, we would consider both in the evaluation of contractor performance.

Section C, Attachment or Provision/Clause No. 2

Question No. 491 (Code 774)

Question: Section C.2.3.G.1 provides that the Contractor will assume or support, as applicable, all existing Memorandums of Understanding (MOUs) and other contracts for services and support to INL tenants described in Section J, Attachment J-F. Are we correct in understanding that this means that the Contractor must assume or support these MOUs and contracts as they exist at the time of transfer, but that the Contractor may subsequently suggest changes to those MOUs and contracts, and if no agreement is reached on a suggested change the agreements remain in effect as they were at the time of assumption or support?

Response:

Yes.

Section C, Attachment or Provision/Clause No. 2

Question No. 492 (Code 775)

Question: Section C.2.3.G.3 provides that the Contractor shall prepare and sign an interface agreement with the Idaho Cleanup Project (ICP) contractor during transition that describes how the Contractor and the ICP contractor will interface on cross-cutting issues. Are we correct in understanding that this section does not provide a time limit in which such an interface agreement must either be prepared or agreed upon? What happens if an agreement is not completed during transition?

Response:

No, the interface agreement will be prepared and agreed upon by the two contractors during transition. If the contractors cannot agree DOE may be forced to issue contract direction and this may affect the contractors performance evaluation.

**Response to Questions
for
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Section E, Attachment or Provision/Clause No. 3

Question No. 493 (Code 776)

Question: Section E.3(d)(2) provides that if defects in services cannot be corrected by reperformance, the Government may reduce any fee payable under the contract to reflect the reduced value of the services performed. Are we correct in understanding that these provisions operate separately from the incentive provisions of the contract and that a defect under Section E.3(d)(2), for example, would not necessarily result in the additional loss of incentives?

Response:

No.

Section E, Attachment or Provision/Clause No. 5

Question No. 494 (Code 777)

Question: Section E.5 specifies that the Contractor shall comply with the “latest version” of particular, enumerated quality standards. Is our understanding correct that, if a change in “version” of those quality standards occurs, such a change will be evaluated to determine whether an equitable change in fee is appropriate under the Changes Clause?

Response:

Yes, if sufficient justification is provided by the contractor.

Section H, Attachment or Provision/Clause No. 4

Question No. 495 (Code 778)

Question: Recent DOE public statements (69 Fed. Reg. 9,277 (2004)) indicate that the policy that requires contractors to implement a Contractor Assurance System as provided by these sections is being reconsidered. The public statements indicate that efforts to implement a system where the contractor would be responsible for the governing standards in many areas are being suspended. Will all the provisions contained in these two sections be removed from the Final RFP?

Response:

No.

Section H, Attachment or Provision/Clause No. 5

Question No. 496 (Code 779)

Question: Recent DOE public statements (69 Fed. Reg. 9,277 (2004)) indicate that the policy that requires contractors to implement a Contractor Assurance System as provided by these sections is being reconsidered. The public statements indicate that efforts to implement a system where the contractor would be responsible for the governing standards in many areas are being suspended. Will all the provisions contained in these two sections be removed from the Final RFP?

Response:

Please see response to Question 495.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section H, Attachment or Provision/Clause No. 13

Question No. 497 (Code 780)

Question: Section H.13 provides that “any DOE employee may exercise the stop work authority contemplated in DEAR 970.5223-1.” Are we correct in assuming that when a DOE employee other than the Contracting Officer issues a stop-work order that the limitations of I.22(g) do not apply and a Contractor may, depending on circumstances, be entitled to an extension of time or additional fee or damages by reason of, or in connection with, the work stoppage ordered?

Response:

No, the limitation of I.22.(g) may apply.

Section H, Attachment or Provision/Clause No. 14

Question No. 498 (Code 781)

Question: Section H.14(b)(1) provides a hiring preference such that the Contractor must give a first preference in hiring for vacancies in non-managerial positions (i.e., those employees who are below first line supervisors) and in non-construction activities performed under the Contract to qualified employees who were employees in good standing with the incumbent contractors on the date the Contractor begins contract performance. Can you clarify how (1) whether the employee is qualified or (2) in good standing is to be determined, including whom ultimately makes such a determination?

Response:

Item (1): The contractor makes the initial determination, but DOE may review in appropriate circumstances. Item (2): Contractor determines whether the employee is in good standing.

Section H, Attachment or Provision/Clause No. 24

Question No. 499 (Code 782)

Question: Can you clarify whether the provisions of Section H.24(b) are intended to subject a Contractor to both a disallowance and a penalty for an inadvertent cost overrun?

Response:

Any costs subject to H.24 are subject to DEAR 970.5242-1 and are not inadvertent.

Section H, Attachment or Provision/Clause No. 27

Question No. 500 (Code 783)

Question: Does Section H.27 preclude home office expenses of the Contractor that may arise for emergent oversight costs in response to unexpected problems that would benefit from an immediate response, rather than a delayed oversight response pending the Contractor seeking approval of the Contracting Officer first before engaging in such oversight? Will DOE provide an advance understanding that certain emergent oversight costs are approved for reimbursement?

Response:

DOE will look at those circumstances on a case-by-case basis, but we anticipate H.27 will apply in a vast majority of cases. No emergent costs will be approved on a case-by-case basis.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section H, Attachment or Provision/Clause No. 32

Question No. 501 (Code 784)

Question: Under Section H.32, the Contractor is obligated to pay civil fines and penalties related to environmental compliance unless those fines and penalties are allowable costs. Are we correct in assuming that in this context stipulated penalties or settlements in existing agreements remain a DOE responsibility? Will DOE provide an advance understanding that such costs meet the definition of allowable costs?

Response:

The costs of fines or penalties will be borne by the party that caused the violation. H.32 is the advance understanding on these costs.

Section H, Attachment or Provision/Clause No. 33

Question No. 502 (Code 785)

Question: Subsections (b) and (c) of Section H.33 require the Contractor to “exercise due diligence” to protect wildlife and vegetation. Are these provisions intended to create a higher standard of care than reasonable care, for example, under FAR 52.237-2 or should the language of Subsections H.33(b) and (c) be interpreted as consistent with FAR 52.237-2?

Response:

The language is intended to be consistent. We are taking this comment under advisement. The final RFP will reflect our determination.

Section H, Attachment or Provision/Clause No. 36

Question No. 503 (Code 786)

Question: Section H.36 provides that DOE favors alternative dispute resolution (ADR) techniques where appropriate and beneficial to the Government. Are we correct in assuming that this provision does not restrict the ability of the Contractor to pursue legal remedies in court as may be necessary?

Response:

Yes.

Section I, Attachment or Provision/Clause No. 1

Question No. 504 (Code 787)

Question: FAR 52.228-5 Insurance: This clause appears to apply only to fixed price contracts. Is the inclusion of this clause in the RFP inadvertent? If it was not included inadvertently, is our understanding that this clause is inconsistent with other provisions of the contract, including Section I.38, because it precludes insurance premiums from being an allowable cost; correct? If the clause was either inadvertently included in the RFP or is inconsistent with other provisions of the RFP, will it be deleted from the Final RFP?

Response:

Clause FAR 52.228-5 will be removed from the final RFP.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section I, Attachment or Provision/Clause No. 1

Question No. 505 (Code 788)

Question: DEAR 952.204-72 Disclosure of Information: This clause requires that the Contractor agree that classified information will not be used in fulfilling this contract. Its inclusion appears to be inadvertent because operation of INL will require the Contractor use classified information. Was the inclusion of the clause inadvertent? If so, will it be removed from the Final RFP?

Response:

Clause DEAR 95252.204-72 will be removed from the final RFP.

Section I, Attachment or Provision/Clause No. 7

Question No. 506 (Code 789)

Question: Section I.7(g) and Section I.55(f) appear to provide inconsistent explanations of Contractor liability for loss or destruction of Government property. Can you clarify the Contractor liabilities for loss or destruction of Government property under the two provisions and whether they are consistent with one another?

Response:

If there are circumstances during contract performance where application of the requirements of both clauses creates a conflict, the provisions in I.55(f) control.

Section I, Attachment or Provision/Clause No. 55

Question No. 507 (Code 790)

Question: Section I.7(g) and Section I.55(f) appear to provide inconsistent explanations of Contractor liability for loss or destruction of Government property. Can you clarify the Contractor liabilities for loss or destruction of Government property under the two provisions and whether they are consistent with one another?

Response:

Please see response to Question 506.

Section I, Attachment or Provision/Clause No. 14

Question No. 508 (Code 791)

Question: Under Section I.14(a), the Contractor is obliged to comply with all applicable laws and regulations, even if not listed on List A. Are we correct in assuming that the Contractor may make a request for equitable adjustment relating to a change in a law or regulation, similar to a change in DOE Directives under Section I.14(b)?

Response:

Any change that the Contractor concludes comes within the Changes clause may be the subject of a request for equitable adjustment. The Government will determine whether an adjustment is appropriate.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section I, Attachment or Provision/Clause No. 19

Question No. 509 (Code 792)

Question: Under Section I.19, the Contractor is potentially subject to having any earned fee, fixed fee, profit, or share of cost savings reduced by the Contracting Officer. The determination of the amount of reduction is based on factors, some of which are not fully in control of the Contractor. Can you clarify how factors enumerated in Section I.19(c) that are not within the control of the Contractor would be considered in such a reduction? Likewise, can you clarify how subjective factors will be considered? For example, reductions may be based on noncompliances that have only a potential for significant negative impacts rather than actual impacts.

Response:

No. We believe the language of I.19 provides sufficient clarity. The factors identified will be applied in a reasonable manner. The message to the contracting community is if you are not safe in performing the work, your earned fee may be impacted.

Section I, Attachment or Provision/Clause No. 40

Question No. 510 (Code 793)

Question: Section I.40(c) obligates the Contractor to inspect the facilities and sites and timely identify to the Contracting Officer those conditions which the Contractor believes could give rise to liability or non-compliance with the contract, applicable law, or regulation. Can you clarify whether the contract addresses what happens if the Contractor fails to identify such potential liabilities?

Response:

Failure to provide timely notification may impact whether increased costs associated with these conditions will be allowable costs under the contract.

Section J, Attachment or Provision/Clause No. R

Question No. 511 (Code 794)

Question: Section H.42 incorporates the representations, certifications, and other statements of the Offeror into the contract. This clause appears to treat this bidding process as if the resulting contract would not be an integrated contract. Consistent with this clause, Attachment R to Section J, Agreements and Commitments, states that it only includes "certain agreements and commitments from the Offeror's proposal" as opposed to providing all agreements and commitments. Section K provides an explicit listing of the required representations, certifications, and other statements. Are we correct in assuming that all representations, certifications, and other statements of the Offeror will bind the Contractor if and only if they are incorporated into Attachment R of Section J?

Response:

No. Section K in its entirety becomes a part of the contract by virtue of FAR 15.204-1. Section J Attachment R will only incorporate those agreements and commitments described in H.34.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section H, Attachment or Provision/Clause No. 42

Question No. 512 (Code 795)

Question: Section H.42 incorporates the representations, certifications, and other statements of the Offeror into the contract. This clause appears to treat this bidding process as if the resulting contract would not be an integrated contract. Consistent with this clause, Attachment R to Section J, Agreements and Commitments, states that it only includes “certain agreements and commitments from the Offeror’s proposal” as opposed to providing all agreements and commitments. Section K provides an explicit listing of the required representations, certifications, and other statements. Are we correct in assuming that all representations, certifications, and other statements of the Offeror will bind the Contractor if and only if they are incorporated into Attachment R of Section J?

Response:

See response to question number 511.

Section E, Attachment or Provision/Clause No. E.

Question No. 513 (Code 796)

For Nuclear Safety Management Quality Assurance requirements, 10 CFR 830.120 is referenced. Currently, special process control for welding at the INEEL meets this CFR requirement through use of the INEEL Welding Program Manual. The RFP does not reference this Program/Manual for use by a potential contractor. Since this is a existing approved method for meeting this CFR requirement, why is it not included as an option for use?

Response:

It is an option and will be left up the Offeror to use it or to introduce their approach into the INL.

Section E, Attachment or Provision/Clause No. E.

Question No. 514 (Code 797)

The DOE-ID A-E Standard is a compilation of requirements developed over the years to incorporate quality assurance, lessons learned and standardization of equipment, components, and workmanship at the INEEL. This standard is not referenced for use by a new contractor in the solicitation. In the interest of cost savings to the government and good management practice, should at least parts of it be referenced or offered for use? If not, why not?

Response:

The DOE A-E standard is available as a reference. The approach will be left up the new INL contractor.

Section H, Attachment or Provision/Clause No. 25

Question No. 515 (Code 798)

We believe the DEAR preexisting conditions clause (970.5231-4) is applicable and has worked well on past contracts; would DOE consider using this DEAR provision instead of the H.25 requirements?

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section H, Attachment or Provision/Clause No. 15

Question No. 516 (Code 799)

I have noted that in calculating severance pay, you will give an employee credit for years of service worked on this and other DOE sites for other DOE Contractors. Can you include a provision that would use the same approach for calculating the number of days of annual paid vacation that a professional employee would receive? This would be consistent with the approach required by the Service Contract Act for service employees and would be a fair approach for professional employees as well.

Response:

Comment noted. By regulation (DEAR 970.2210) the Service Contract Act does not apply to M&O contract employees. H.15 (b) applies only to Key Personnel.

Section C, Attachment or Provision/Clause No. 2

Question No. 517 (Code 800)

Although the RFP contains a requirement that the proposed bidder "maximize opportunities for all small business categories listed in FAR 19.201(a)" this requirement falls far short of actually inducing the contractor to provide meaningful contracts to small businesses. Without stating a specific award target of monies for small business contracts, the small businesses in Idaho are relegated to depending on the interpretation of "maximize opportunities..." With past, and the current prime contractor, this meant providing large numbers of relatively low revenue contracts to small businesses, while they kept the larger revenue contracts in house for themselves or refused to outsource or privatize costly operations. This did nothing to help local economic growth and the sustenance & growth of small businesses that could do the work faster and significantly cheaper.

THIS SECTION OF THE RFP SHOULD INCLUDE LANGUAGE THAT CONTAINS SPECIFIC GOALS FOR INVOLVEMENT OF SMALL BUSINESSES by the Prime contractor. Such suggested language could be "Not less than a minimum of --% of INL contract dollars for services and operations, shall consist of contracts to small local or regional businesses." OR " The Contractors Small Business SubContracting Plan shall include a description of how it intends to award a minimum of not less than --% dollars for subcontracts to local or regional Small Businesses."

Response:

Comment noted. The final RFP will reflect our determination.

Section I, Attachment or Provision/Clause No. 19

Question No. 518 (Code 801)

Given the wide variability in the cause and effect of events, we ask that the Contracting Officer be provided sufficient authority to waive or reduce a penalty depending on the specific circumstances.

Response:

Comment noted. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section Z-General, Attachment or Provision/Clause No.

Question No. 519 (Code 802)

The cafeteria services at ANL-W has been excellent. I have had opportunities to eat at all of the cafeterias at the INEEL and I have always found the ANL-W service and food to be the best. I have been told that the ANL-W cafeteria is very nearly self sustaining. Management costs are minimal compared to what they will be if a private contractor takes over the cafeteria services.

With a private contractor I envision the cost to eat at the cafeteria increasing considerably and quality of service and food decreasing. If that happens, use of the cafeteria will decline.

Response:

Comment noted.

Section Z-General, Attachment or Provision/Clause No.

Question No. 521 (Code 804)

We would like to encourage you to consider the following comments with regard to the draft RFP's for the Idaho National Laboratory (INL) and Idaho Clean-up Project (ICP) contracts:

- The addition of a specific point system for the scoring of Community Development, Economic Development and University Partnerships. Currently, there are not points specifically awarded for any of these areas, and we feel that these important considerations will be overlooked by the winning contractor if there is not a specific score card rating system that requires the winning contractor to address these partnerships.
- Encourage the winning contractor to work with local Economic Development Organizations to help them accomplish their required goals of working with the local small businesses community as subcontractors.
- Greater emphasis should be placed on access to resources, Technology Transfer, and other technologies that create economic activity in the local community.
- Ease the ability for Economic Development Organizations to work with the resources available such as mentoring, working with subcontractors, and the Work for Others programs.

Response:

Comment noted. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section Z-General, Attachment or Provision/Clause No.

Question No. 522 (Code 805)

I would like to comment on the idea of combining all of the cafeteria services on the INL and having one outside contractor be over it. I think it is a terrible idea. I work at Argonne, but worked at NRF for 8 1/2 years and have had the opportunity to eat at the cafeteria at Central and at Willow Creek. By far our cafeteria ranks much higher than all of the rest. The quality, variety and the method by which the meals are prepared and served are strickly top notch. During the past three years they have lost through retirement and atrition, many of their staff. Only recently has one person been hired to help them out. Even with a limited staff, they have performed fantastically, still doing catering when asked to do so, and still putting out great lunches for us. The prices have increased a little over the years, but it is still a good deal. Being on the desert, there are no other choices for lunch, unless we bring out own from home. These ladies perform a service (with a smile) that we really need. I don't know if they would still be able to work here as a team, if they would all be let go and completely new people come in or if I will even be able to afford to eat the fare. I have diabetes and these ladies help me to eat the correct foods and direct me away from the things that would be harmful to my health. Do you think for one minute that we would have that kind of service from a corporation or people who have no idea who or what we are? Going to the cafeteria for lunch can relieve stress from our very busy jobs and give a break for a few minutes so that we can get back to work with better attitudes and rejuvenation. Please let each facility keep their own cafeteria and let them run them on their own. If they are subsidised, work with them and help them to do their jobs.

Response:

Comment noted.

Section M, Attachment or Provision/Clause No. 4

Question No. 523 (Code 806)

According to Section M, Criterion 4(a)1 on evaluation, a number of the elements described in the scope of work will not be included in the evaluation. Only to be evaluated are 2.1.A.2 NNGNP, 2.1.B.1 Nonproliferation, 2.1.B.1.2.a Critical infrastructure protection and 2.1.A.5 Nuclear engineering education. Are the other key areas in Section C still to be included in the proposal, but will not be a part of the evaluation of the submission? Currently omitted from the evaluation are key elements including 2.1.A.1 Generation IV integration, 2.1.A.3 Generation IV lead coordination, 2.1.A.4 Advanced Fuel Cycle Initiative, and other areas such as space reactors, radioisotop power system, Office of Fusion programs, Advanced Test Reactor management and SMC.

Response:

The evaluation will be conducted as described in M.4. We are taking this comment under advisement. The final RFP will reflect our determination.

Section B, Attachment or Provision/Clause No.

Question No. 524 (Code 807)

We are concerned that a maximum fee of \$18.7M, particularly when set for ten years, may not be sufficient to attract top industry talent to accomplish the unique mix of research, production, manufacturing, and operations. Also, please consider allowing for an upward adjusmtent of fee in the event the contract funding exceeds \$500M in any given year. This would be more consistent with the objective of expanding multiple programs at INL.

Response:

Comment noted. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section B, Attachment or Provision/Clause No. 4

Question No. 525 (Code 808)

The Draft RFP mandates that subcontractors that are part of a team or participate in a consortium with the Prime contractor in the proposal, must share in the "fee structure". This is essentially removing small businesses from participating in the contract proposal a Prime contractor would be reluctant to take on a small business as a partner under these terms. It presents too high of a risk to them and to the small business. THIS REQUIREMENT MUST BE ELIMINATED IN ORDER TO ALLOW SMALL BUSINESS TO HAVE A CHANCE AT PARTICIPATING ON A TEAM WITH A MUCH LARGER PRIME CONTRACTOR AND TO PROVIDE THE PRIME CONTRACTOR MORE FLEXIBILITY IN MANAGING THESE RISKS!!!!

Response:

Please see response to Question 11.

Section H, Attachment or Provision/Clause No.

Question No. 526 (Code 809)

Please consider adding the following paragraphs to ensure NE-ID's obligations under NEPA are met.

"The contractor shall inform DOE in writing of the potential environmental impacts and regulatory requirements of a proposed action, including any cumulative impact values from other proposed or ongoing actions, early in the planning stage. The proposed action may not proceed until DOE has determined whether it is categorically excluded or an environmental assessment or an environmental impact statement has been completed in accordance with DOE National Environmental Policy Act (NEPA) Implementing Procedures 10 CFR 1021.

The contractor shall implement all requirements, conditions and mitigation measures included in a DOE NEPA decision document, or categorical exclusion upon which a DOE NEPA determination is based.

The contractor shall designate an individual in writing to speak for the contractor on NEPA related matters."

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 11

Question No. 527 (Code 810)

DOE needs to make a clear statement in the INL contract Introduction regarding the land area to be managed and controlled by the INL contractor. Although there may be several contracts for specific facilities and operations on the site, one contractor must be designated as the "landlord" for all other land known as the INL site. This became very apparent during development of the ISMS and Environmental Management System for the site under past contracts

Response:

Please see Section J, Attachment E.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

**Section C, Attachment or Provision/Clause No. 2.4
Question No. 528 (Code 811)**

C.2.4.A Regulatory Requirements

DOE Order 450.1 requires some site-wide monitoring and reporting that should be the responsibility of the INL contractor that are not specifically regulatory. In addition, this section has missed some areas of compliance by breaking the “requirements” into the 9 bullets. Below are suggestions to cover the full scope of the environmental protection requirements.

2.4. A: Suggest changing the title of the section to Environmental Requirements rather than Regulatory Requirements.

2.4.A.1. Modify to – “Maintain a compliant environmental protection program.”

2.4.A.3. Modify to – “Implement effective waste minimization and pollution prevention programs, per the INEEL RCRA Part B permit DOE 450.1 requirements. These programs must be integrated with the ICP contractor for reporting to meet Resource Conservation and Recovery Act (RCRA) Part B compliance.”

2.4.A.4. Modify to – “Maintain permits and compliance documentation for INL facilities.”

2.4.A.6. Modifying to – “Collect and integrate air and water permit documents and data, and EPCRA data, from INL tenants for their facilities and operations where site-wide permits or reporting are required.”

2.4.A.7 Modify to – “Provide information to and coordination with the ICP contractor for its maintenance of and compliance with the site-wide RCRA permit and Comprehensive Environmental Response Compensation, and Liability Act (CERCLA).”

2.4.A.8 Clarify what other surveillance or studies this statement covers (or perhaps what it excludes further) by either directly stating it or providing examples. It may be interpreted to imply that the INL contractor will be responsible to integrate sitewide scope under other direct DOE contracts (such as the Stoller contract) that are not ICP responsibilities.

2.4.A.9 Modify to – “ Perform other data collection and environmental reporting as required by the regulations, permits, and other compliance requirements, including DOE Order 450.1 and DOE Order 231.1A. This may require coordination with INL tenants. Exceptions include the RCRA/HMWA and CERCLA site-wide requirements which are the responsibility of the ICP contractor and environmental surveillance and monitoring requirements that are within the scope of the work of the NE-ID contract with the Stoller Corporation as described in Part III, Section J, Attachment F-5 of this RFP.”

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section C, Attachment or Provision/Clause No. 2.4

Question No. 529 (Code 812)

Section C 2.4.A The RFP does not address the interaction between the INL Contractor and NE-ID necessary in the area of environmental protection. To address this area, please add the following in a new paragraph (2.4.A.10) – “The Contractor shall involve NE-ID in development, discussions, and interactions of all environmental protection issues, commitments, and documents.”

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 2.4

Question No. 530 (Code 813)

Part I, Section C : Section 2.4.A

The RFP does not indicate contractor responsibilities under the National Historic Preservation Act or other cultural resource management laws, regulations and agreements.

The DOE is required to have Cultural Resource Management (CRM) personnel available to meet the qualification requirements of the National Historic Preservation Act (NHPA) and other cultural resource management laws and regulations. The contractor will have to provide that service for the INEEL. Other site contractors could purchase that service from the INL. In any case NE-ID will be obligated to maintain CRM records in accordance with the regulations and that responsibility should be with this contractor. In addition, NE-ID will sign a Programmatic Agreement Preservation Office before this contract begins, obligating the INEEL to follow the approved Cultural Resource Management Plan for meeting the requirements and intent of CRM laws and regulations. There are also some CRM Memoranda of Agreement in place that contain some continuing obligations for the INEEL that would in some cases be the responsibility of the INL contractor, including the continuing maintenance, upgrades to the EBR-I facility, a designated National Landmark. EBR-I is intended as the primary INL facility for public access to the INL history, per the NHPA.

Response:

The contractor is responsible for complying with the law, including NHPA where appropriate.

Section C, Attachment or Provision/Clause No. 2.3

Question No. 531 (Code 814)

Section C.2.3.E Collaboration, section 2d “Make INL resources accessible to outside researchers including foreign nationals.”

Comment: There is no discussion of the fact that the INEEL site is a National Environmental Research Park (NERP) established for this very purpose with respect to environmental/ecological research, i.e. providing opportunities for research to study the compatibility of the environment with energy technology options. The charter for the NERPs is: “The designation opens the site to scientists from other government agencies, universities, and private foundations for use as a protected outdoor laboratory where long-term projects can be set up to answer questions about man's impact on the natural environment.” The existence and purpose of the INEEL NERP seems to fit well with the mission of the INL and seems worthy of specific mention in the RFP by at least referring the reader to what is in Stoller’s statement of work in the shared library.

Response:

Comment noted. Stoller's statement of work is included in Section J, Attachment F.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section H, Attachment or Provision/Clause No. 314

Question No. 532 (Code 815)

Fulfilling the multiple requirements of maintaining the Pension Plan for five years and modernizing and consolidating benefit plans seem in conflict. Assuming protection for current and future participants can be met, can the Pension Plan be changed in less than five years?

Response:

Yes, provided that the right of employees to accrue credit under the plan(s) for five years for service under this contract is also protected.

Section H, Attachment or Provision/Clause No. 32

Question No. 533 (Code 816)

Section H.32 (c)(2) Please modify the text as follows to clarify the expected NE-ID review time frame.

"Such draft documents shall be provided to the Government, within a time frame identified by the Government (normally 30 days), sufficient to allow substantive review and comment..."

Response:

The timeframes will be specified in the Contract Data Requirements List (CDRL).

Section H, Attachment or Provision/Clause No. 14

Question No. 534 (Code 817)

Doesn't requiring the Idaho National Laboratory (INL) contractor to administer and share sponsorship of the Pension (defined benefit) Plan with the Idaho Clean-up Project (ICP), detract from achieving the objectives of meeting the needs of two different workforces and the two parties' disparate missions?

Response:

We believe the approach described in the RFP is appropriate given the circumstances. The INL contractor is encouraged to come up with alternative solutions see H.14 (c)(3)(i).

Section H, Attachment or Provision/Clause No. 33

Question No. 535 (Code 818)

Section H.33(b) Please change the paragraph as follows to clarify the requirements for re-vegetation with native species and to have an ongoing program in this area.

"The contractor shall exercise due diligence in the preservation of native vegetation except where such vegetation must be removed for programmatic survey or construction purposes, in which case the disturbed soils shall be re-vegetated with native species (minimum coverage of 70%) or stabilized, as appropriate. The Contractor shall maintain an effective re-vegetation and invasive plant species management program. DOE/ID-12114, "Guidelines for Revegetation of Disturbed Sites at the Idaho National Engineering Laboratory," dated June 1989, offers additional guidance on planning, acceptable plant materials, and revegetation techniques."

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section H, Attachment or Provision/Clause No. 14

Question No. 536 (Code 819)

Doesn't the requirement to have the INL contractor administer the Pension Plan for the ICP work limit the contractor's ability to respond to changes in both workforces?

Response:

Please see responses to Questions 441, 449, and 534.

Section J, Attachment or Provision/Clause No. F

Question No. 537 (Code 820)

Section J, Attachment F-6, ICP, section titled "On Site Monitoring Activities"

Comment: This section does not explain that these material costs (\$127K per Table 1, page J-F-6 3) are associated with the support services the M&O contractors will supply to the two federal agencies with which DOE Idaho has Interagency Agreements (NOAA and USGS) and what those "materials" are (i.e. what services the contractor will be expected to supply to these two agencies). Also, suggest replacing the phrase "...ground-water monitoring conducted under the INEEL Site-wide Ground-Water Monitoring Plan" with "...groundwater and meteorological monitoring and research" because as currently worded, it implies we are funding NOAA to conduct activities in compliance with the INEL Groundwater Monitoring Plan.

Response:

Comment noted. Section J, Attachment F-6 applies only to the support provided to the ICP contractor and is not intended to delineate the details of the interagency agreements.

Section C, Attachment or Provision/Clause No. 2.3

Question No. 538 (Code 821)

Facilities & Operations Requirements

The Draft RFP requirement that the Contractor shall "Systematically evaluate & reduce the cost of providing mission infrastructure, including footprint reduction.." should be amended to state "...including footprint reduction, and possible privatization, or outsourcing to local or regional small businesses."

There are many local small businesses that perform similar or identical functions that the INL currently has in its services & operational infrastructure. These small businesses already conduct these activities in the commercial sector, and in at least three local businesses, at other DOE Laboratories. They can perform these infrastructure services at much lower cost than the INL and at their in-town facilities, thus meeting both stated goals.

If the DOE is serious about involving small businesses in this contract and supporting economic development in the local area, this is an essential element to include in this requirement.

Response:

Comment noted. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section J, Attachment or Provision/Clause No. G

Question No. 539 (Code 822)

Part III, Section J, Attachment G: List of Applicable Directives

DOE Order 450.1 is on the list of applicable directives. At the end of the section there is a clarifying note that could be interpreted to mean that the only parts of DOE Order 450.1 that would be applicable to the contractor would be the monitoring requirements not otherwise covered by the NE-ID Environmental Surveillance and Research Contractor. Suggest clarifying that all other requirements of the Order would be applicable unless the contractor is exempted elsewhere by DOE. In addition, reference to the SOW for the NE-ID Environmental Surveillance and Research Contract that is listed in Section J, Attachment M would clear up any confusion about scope of monitoring.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section J, Attachment or Provision/Clause No. M

Question No. 540 (Code 823)

Part III, Section J, Attachment M, "Other Site Agreements with Outside Parties"

Comment: The Environmental Oversight and Monitoring Agreement between DOE and the state of Idaho needs to be added to this table. An electronic copy of the EOMA can be found on the NE-ID Home Page under "Inside NE-ID," then "DOE/Tribal agreement in principle." Contractors are responsible to help NE-ID comply with the agreement by providing documents and data to fulfill requests from the State.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section Z-General, Attachment or Provision/Clause No.

Question No. 541 (Code 824)

Can a copy of the Naval Reactors (ATR) Ten Year Plan be added to the Shared Library?

Response:

The Ten-Year Comprehensive Site Plan (see Section J, Attachment N) incorporates the relevant aspects of the Naval Reactors Ten Year Site Plan.

Section Z-General, Attachment or Provision/Clause No.

Question No. 542 (Code 825)

Is a copy of the INEEL 2003 Annual LDRD report available for placement on the Shared Library?

Response:

The INEEL FY2003 LDRD Report is scheduled for publication by April 30, 2004 and will be posted to the shared library as soon as it is available.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section C, Attachment or Provision/Clause No. 2.3

Question No. 543 (Code 826)

(D) Small Business: No specific work scopes to support and advance DOE's vision for the INL lab have been identified/set aside for small business, nor have any evaluation points been designated for small business in Section M.3., Evaluation Methodology. Considering the fact the INL represents the on-going future and long-term growth of the site and the economic impact to our local community, it is extremely disappointing that small businesses were not considered in the planning of this important mission and vision. It is encouraged that DOE identify discrete scopes of work and collaborative research and development opportunities for small business participation/utilization, with associated incentives and performance measures tied to the prime contractor's achievements relative to small business initiatives.

Response:

We are evaluating involvement of small business under Section M, Criterion 4.

Section C, Attachment or Provision/Clause No. 2.3

Question No. 544 (Code 827)

The requirement that the Contractor shall " Reduce or eliminate non-core services & functions through innovative business arrangements." should be added onto to include " Where practicable, these innovative business arrangements shall include privatizing or outsourcing these non-core services & functions to local or regional small businesses as much as possible."

Small businesses are professionals at reducing and/or eliminating inefficient or unnecessary costs and operations, and their expertise should be utilized by the Contractor who is so often too close to the woods to see the trees.

Response:

Comment noted. The final RFP will reflect our determination.

Section M, Attachment or Provision/Clause No. 3

Question No. 545 (Code 828)

Evaluation Methodology - The Capabilities and Approach Proposal (CAP) identifies evaluation criterion and associated points available for each criterion. Small Business Programs/Utilization have not been identified as a criterion or evaluation factor, which does not convey DOE's prior support and commitments to strong small business initiatives. Small Business utilization should be added as an important evaluation factor in carrying out the mission of the INL to ensure the future growth and stability of small businesses in Idaho.

Response:

See response to Question 543, also Section H.35 specifically requires small business sub-contracting plans to provide consideration for local and Idaho businesses.

Section C, Attachment or Provision/Clause No. 2.3

Question No. 546 (Code 829)

In reference to ..."non-core services.." ,how & where does the DOE classify these? Can they be added to the Shared Library?

Response:

Please see response to question 371.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section C, Attachment or Provision/Clause No. 2.3

Question No. 547 (Code 830)

How does the DOE determine what a "core" or non-core" service is or is this determined by the Contractor?

Response:

Please see response to question 371.

Section C, Attachment or Provision/Clause No. 2.3

Question No. 548 (Code 831)

Section 2.3.G - INL Services to be provided to the ICP Contractor during 1st eight months

Is the ICP Contractor free to obtain any services not listed in Section J, Attachment F-6 from outside sources?

Response:

The only services the INL contractor is required to provide to the ICP contractor are contained in the INL RFP Section J, Attachment F-6. Also see Section C, 2.3.G and 2.4. Please also refer to the ICP RFP.

Section C, Attachment or Provision/Clause No. 1

Question No. 549 (Code 832)

The overall scope of the Draft RFP is not very supportive of small business or economic development due to its lack of specific goals and performance measures for the Contractor. We are very disappointed in the absence of any specific requirement or reference that the award fee be tied into the Contractors support of small or disadvantaged small local or regional businesses.

This is reflective of the ongoing attitude that the DOE has maintained towards the local economy and does not match the statements made by Mr. Magwood earlier this year. We encourage the DOE to set this situation straight by strengthening the RFP to support local small businesses.

Response:

Please see response to Question 545.

Section C, Attachment or Provision/Clause No.

Question No. 550 (Code 833)

Duplication -- Question Deleted.

Response:

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

**Section Z-General, Attachment or Provision/Clause No.
Question No. 551 (Code 834)**

1. The new laboratory management contractor team must have demonstrated expertise and reputation in internationally recognized R&D&D. Emphasis should be on scientific and technological abilities and understanding so as to bring the best advice on technical soundness and feasibility to those in DOE making the final program decisions.
2. We agree with the suggestion made by others that a default contract time of ten years, rather than 5 years would be more conducive to long range decision making, rather than short range fixes.
3. We should also take the long view in decisions about tearing down facilities. The presently planned reorganization, with the specific goal of making Idaho the premier center for nuclear research, presumes that we expect a nuclear future. It is therefore short sighted to destroy unique facilities. The necessity for replacing them would delay initiatives in fuel reprocessing, development of new reactor fuels, tests of processes for producing hydrogen, and tests of new reactor designs. Specifically, the following should be preserved intact:
 - a. the hot cells at TAN, and
 - b. the reprocessing facilities, the FDP Cell, and the empty FPR building at INTEC
4. The INL needs a healthy Laboratory Directed R&D (LDRD) program to encourage the testing of new ideas generated by our highly competent scientific and technical personnel. Specifically, the loss in LDRD funding because of the separation of the waste management functions should be made up for by the new Laboratory.
5. The RFP should define what is “appropriate technology” for treating the liquid reprocessing waste and the calcine at INTEC. An option to renegotiate could be included in case less expensive treatment becomes possible, or more expensive treatment becomes required than those described in the RFP.

Response:

We will be taking comments under advisement. Final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section C, Attachment or Provision/Clause No.

Question No. 552 (Code 835)

RFP Section C., C.1
RFP Section I, DEAR clause 952.209-72
RFP Section K, Clause K-17
RFP Section L, Clause L-14

The draft RFP articulates the vision that, within ten years, INL will be the preeminent nuclear reactor and nuclear energy research, development and demonstration laboratory. We endorse and wholeheartedly support this vision and we believe it is achievable with the participation of the nation's leading universities, laboratories and private corporations. To that end, we urge the DOE to specifically address the potential organizational conflicts of interest that may arise from the management and operation of the Idaho National Laboratory in accordance with Section C, Statement of Work. Absent specific direction, there is a possibility that those organizations most able to provide the expertise to meet the DOE's objectives would be unwilling to participate in the M&O contract, thereby unnecessarily detracting from the quality of the effort.

We recommend addition of one of the following provisions to either the fourth paragraph of section C.1 or to solicitation provision L-14. Provision (1), accepts the DOE position that an OCI can not be mitigated or avoided, is a Department waiver of OCI requirements, and recommended as language that allows the fullest institutional participation. The nation's leading nuclear companies are currently discussing the formation of teams to bid on the M&O RFP (and later NGNP solicitations) that will provide the best complement of financial and technical resources to respond to the Department's needs. The resultant proposal(s) would result in technical and financial solutions that are in the best interest of the government. As an alternate, Provision (2) in the RFP and resultant contract, would allow a company to compete for the NGNP contracts and participate as the contractor, subcontractor, joint venture partner or team member for the INL M&O contract as long as it did not provide complete SOWs or specifications for the NGNP contracts or evaluate its own offers for NGNP contracts.

Provision (1) [recommended]: Per FAR 9.503, "Waiver", any rule or procedure determined not to be in the government's best interest can be waived with Secretary approval. It has been determined that the best interests of the Government are served by waiving the OCI requirements for the INL operations and the NGNP contracts. Since the vision for Idaho National Laboratory is to build a preeminent nuclear reactor and nuclear energy research, development and demonstration laboratory within 10 years, and the number of qualified and capable vendors in this capacity is limited, the Department will waive standard OCI clauses in this contract (and future NGNP contracts) to ensure that a contractor may participate in any capacity in the management and operations of INL without being excluded from participating in any capacity in the expected NGNP contracts at INL.

Provision (2) [alternate provision]: "The Contracting Officer has reviewed the Statement of Work and determined that a contractor may participate in any capacity in Department contracts, subcontracts or proposals therefore that stem from the contractor's performance of work under this contract, provided that said contractor does not evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests and further provided that the contractor shall not be allowed to furnish items for which it has prepared and furnished complete or essentially complete statements of work or specifications to be used in a competitive acquisition covering nondevelopmental items."

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

**Response to Questions
for
Draft RFP No. DE-RP07-03ID14517**

Section Z-General, Attachment or Provision/Clause No.

Question No. 553 (Code 836)

DOE has stated a sound vision for the INL:

• Preeminent nuclear research, development, and demonstration laboratory within 10 years
• Center for national security technology development and demonstration
• Multi-program National Laboratory with world-class nuclear capabilities.

However, some aspects of DOE's contract proposals and related management actions seriously undermine DOE's ability to achieve its vision. DOE must address critical shortcomings in the final RFPs for the Idaho National Laboratory and the Idaho Completion Project to improve its likelihood of success by providing a sound competitive framework.

1. Increase contract term to provide needed stability.

The types of activities needed to achieve DOE's stated vision for INL require contract stability for more than 5 years. As we have seen from the past two INEEL contracts, a 5-year contract with a 5-year renewal period is a 5-year contract. DOE can meet its performance objectives by sound contracting and oversight, including reservation of the right to terminate, but it must give the contractor a longer horizon to support investments needed to achieve DOE's vision. DOE must commit to a longer contract term.

2. Allow contractor to determine how to best use laboratory assets.

DOE justified recent INL contract carveout proposals "so that the new contractor can focus more fully on development of the lab." Unfortunately, proposed carveouts run counter to DOE's stated justification. They erode the development of the laboratory by reducing the value of key lab assets. DOE must allow the contractor to determine how to best use the laboratory's current assets rather than preemptively carving up and giving away portions of the infrastructure that support the INL's mission.

For example, safeguards and security work under the current contracts has provided funds for laboratory reinvestment as well as the ability to attract work from others, particularly national security clients. Based on the best information available to the State, recent annual business from safeguards-related work generates an estimated \$10 million in indirect investment and direct work. This work includes classified work at facilities whose laboratory use could be constrained under a separate DOE safeguards contract. DOE should reassess direct contracting of this work in light of its negative impacts on laboratory development. DOE has not identified savings from this work, and if there are savings, not identified how the laboratory will benefit without diminishment of assets.

Similarly, DOE should allow the contractor to assess management of the Big Shop and site transportation system. The current contractor has used these assets to support pollution prevention activities with national government and private fleet implications as well as transportation projects with the National Park Service. Management of these assets is also important from the perspective of the infrastructure needed to maintain and recruit a top caliber laboratory work force. They are also important from a worker safety standpoint, both in terms of everyday travel risks, as well as in the event of needed evacuation.

3. Realign historic environmental liability components of ICP and INL contracts to allow the INL contractor to focus on laboratory development and the ICP contractor to achieve cleanup efficiencies.

DOE justified recent INL contract carveout proposals "so that the new contractor can focus more fully on development of the lab." One key area where DOE can in fact aid the new contractor to focus on lab development is to properly allocate to the ICP contract historic environmental liabilities unrelated to the ongoing INL mission. For example, current Argonne liabilities, such as the decommissioning of EBR-II and treatment of remote-handled waste, are comparable to remote-handled waste treatment and reactor decommissioning work elsewhere on the INL. These responsibilities are not clearly identified in either the INL or ICP contract, and there appears to be little if any INL mission tie to their resolution. DOE should compete

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this similar work together under the ICP contract, from a fiscal responsibility and bidder qualification standpoint, as well as maximized use of treatment facilities and technologies (key from DOE's perspective in the ICP contract) and economies of scale.

As the State indicated in comments on the ICP contract, DOE needs to reassess its spent fuel management plans across the site to assure efficiency of research and preparation of fuel for repository disposal. In the case of EBR-II fuel, DOE should reassess how much the INL contract should be responsible for as part of fuel treatment research and Advanced Fuel Cycle initiative and how much is more properly managed as an environmental liability by the ICP contract. Notably, DOE has assigned the management of the roughly 34 metric tons of sodium-bonded, Fermi Blanket fuel to the ICP contract (as is that contract's largest single fuel type) as an environmental management liability.

The State is particularly concerned over the assignment of environmental liabilities given DOE's questionable financial commitment to date for resolving Argonne's major environmental liabilities. DOE has often left Idaho's Congressional Delegation left with the "heavy lifting" in this regard.

4. Realign infrastructure development responsibilities to solidify the lab's potential for success.

The relationship between the ICP contract and the INL contract appears to leave the laboratory too vulnerable in terms of assuming liabilities for the workforce restructuring and upgrading facility infrastructure without adequate support. The RFPs appear to put the ICP contractor in an unfair leverage position in terms of deciding what its workforce and infrastructure needs are in the vulnerable first year of the INL contract. The INL contractor must have the opportunity to work with DOE management to upgrade capabilities and determine fair allocation of infrastructure investment among site tenants.

The apparent discrepancies in the Administration's FY2005 budget workscope transfers are another indication of the laboratory ending up with more than its fair share of liabilities and devalued assets. The President's proposed FY2005 budget for nuclear research proposes a \$32 million increase in nuclear research activities, but that seems to come from a transfer of \$48 million in workscope from INL responsibilities previously managed by Environmental Management.

5. DOE must identify the administrative support it will supply to the INL contractor (as a Government-Furnished Service) in pursuing work in support of other federal agencies.

The Office of Science and the NNSA provide DOE support in pursuing opportunities with other federal agencies to make the best use of their laboratories' assets. The Office of Nuclear Energy must describe how it will facilitate such activities for the INL as a government furnished service to the INL contract. Such support enables the federal government to get the best support for homeland security, national defense, energy and environmental programs.

DOE should also continue to stimulate laboratory innovation by continuing to support Laboratory Directed Research and Development funding.

6. DOE must clarify that it expects efficient operations, not "minimized" ones, to fulfill the vision of a preeminent research facility.

DOE expects the INL contract to pursue vigorously a broad range of missions but uses words like "minimize" to describe footprint and infrastructure (see Section C.2.2.) DOE needs to clarify it expects the contractor to make efficient use of the site's resources while pursuing the diverse components of the site's mission.

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Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section J, Attachment or Provision/Clause No. M

Question No. 554 (Code 837)

Section J, Attachment M, DOE's Environmental Oversight and Monitoring Agreement with the State should be added as well as emergency management MOUs with state and local authorities. These documents contain requirements for sharing of information and work regarding environmental monitoring, emergency management, public information and impact assessment.

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section M, Attachment or Provision/Clause No. 4

Question No. 555 (Code 838)

Section M, Criterion 4: DOE has "cautioned" bidders that it "is still evaluating specific aspects of the NGNP program." So it is unclear on what basis DOE will evaluate the "Offeror's understanding, approach, and innovation" for this work.

DOE should also clarify that "cost reduction of providing mission infrastructure including footprint reduction" is evaluating cost-efficient infrastructure based on mission needs, not simple cost reduction.

Response:

Comment noted. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 2.1

Question No. 556 (Code 839)

Section C.2.1. DOE should be more specific about the types of "competitive awards" it encourages the Contractor to "win."

Section C.2.1.A.3. DOE should better define its expectations in terms of Contractor leadership in the coordination of Generation IV initiatives. The phrasing implies others will also share in the coordination of those activities.

Section C.2.1.A.3.e. DOE should define what the "usual process" is for Contractors when dealing with foreign governments or companies.

Section C.2.1.C.3.b. DOE should provide more detail as to its expectations for the Contractor to "explore" the development of an "innovative affiliation." E.g., Does DOE expect that the Contractor will develop a plan to establish INL as a major world center for advanced modeling and simulation?

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

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Section C, Attachment or Provision/Clause No. 2.4

Question No. 557 (Code 840)

Section C.2.4.A. This section appears to more specifically address Environmental Regulatory Requirements and should be titled as such. Also, items #1, 5, and 9 seem redundant with one another. DOE should clarify if these are distinct items.

Section C.2.5.A.3. DOE requests that the Contractor operate the INL as a completely integrated organizational entity. Does this item refer to the integration of INL with ICP or within INL itself?

Response:

We are taking this comment under advisement. The final RFP will reflect our determination.

Section C, Attachment or Provision/Clause No. 2.5

Question No. 558 (Code 841)

Section C.2.5.B. This section is a good example of clear milestones and expectations of the Contractor. DOE would greatly enhance the RFP by providing this sort of direction for previous sections.

Response:

Comment noted.

Section Z-General, Attachment or Provision/Clause No.

Question No. 559 (Code 842)

Moving cleanup activities out of the laboratory is critical to the future success of DOE's goals for the labs. Why are you not moving the D&D work from ANL-W to ICP whether than putting the lab right back into that business?

Response:

Comment noted. The final RFP will reflect our determination.

Section Z-General, Attachment or Provision/Clause No.

Question No. 560 (Code 843)

What non-nuclear programs currently engaged by ANL-W will be moved to the new INL? Would not it be a good idea to clearly define these in the RFP in order to enable bidders to know what they are starting with?

Response:

All programs at ANL-W will be moved into the INL. The scope of work provides sufficient detail.

Section Z-General, Attachment or Provision/Clause No.

Question No. 561 (Code 844)

Building the INL into a sustainable national laboratory is a tremendous challenge and worthy goal. Since there is limited funding for the primary mission during the first few years, wouldn't it make sense to retain as much of the non cleanup scope (e.g. support services) within the INL for the first 2-5 years in order to retain the LDRD pools?

Response:

Comment noted. The final RFP will reflect our determination.